



VOLUME 3 OF 3

THE CONTRACT

TENDER No. RFP 292/2021

**APPOINTMENT OF A CONTRACTOR TO MANUFACTURE,
DELIVER FURNITURE TO 6 SCHOOLS (CLUSTER A) IN THE
EASTERN CAPE WITHIN THE ACCELERATED SCHOOLS
INFRASTRUCTURE DELIVERY INITIATIVE (ASIDI) 47
PROGRAMME ON BEHALF OF THE DEPARTMENT OF
BASIC EDUCATION (DBE): CLUSTER A**



The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption.
Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree : 0800 20 49 33
Email : dbsa@whistleblowing.co.za
Free Post : Free Post KZN 665 | Musgrave | 4062
SMS : 33490

TABLE OF CONTENTS

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:

Document Reference	Title	Page
C1:	AGREEMENT AND CONTRACT DATA	4
C1.1 :	FORM OF OFFER AND ACCEPTANCE	5
C1.2 :	CONTRACT DATA	9
C1.2.1 :	CONDITIONS OF CONTRACT	10
C1.2.2 :	CONTRACT SPECIFIC DATA	11
C1.3 :	FORMS OF SECURITIES	25
C2 :	PRICING DATA	28
C2.1 :	PRICING INSTRUCTIONS	29
C2.2 :	PRICING SCHEDULES	30
C2.3 :	PRICING ASSUMPTIONS: SUPPLY CONTRACT	31
C2.4 :	AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES	32
C3 :	PURCHASERS GOOD INFORMATION	33
C3.1 :	PROJECT SPECIFICATIONS	34
C3.2 :	PARTICULAR SPECIFICATIONS	45
C4 :	SITE INFORMATION	46
C4.1 :	INFORMATION AND MAP	47

THE CONTRACT

- C1 : AGREEMENT AND CONTRACT DATA**
- C2 : PRICING DATA**
- C3 : PURCHASERS GOOD INFORMATION**
- C4 : SITE INFORMATION**

PART 1: AGREEMENT AND CONTRACT DATA

The applicable contract NEC3 Supply Contract (SC) April 2013 revision

Document reference	Title	No of pages
C1.1	Form of Offer and Acceptance	5
C1.2	Contract Data	9
C1.2.1	Conditions of Contract	10
C1.2.2	Contract Specific Data	5
C1.3	Performance Guarantee	4
	Total number of pages	33

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.1 Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **TENDER No RFP 292/2021: APPOINTMENT OF A CONTRACTOR TO MANUFACTURE, DELIVER FURNITURE TO 6 SCHOOLS (CLUSTER A) IN THE EASTERN CAPE WITHIN THE ACCELERATED SCHOOLS INFRASTRUCTURE DELIVERY INITIATIVE (ASIDI) 47 PROGRAMME ON BEHALF OF THE DEPARTMENT OF BASIC EDUCATION (DBE): CLUSTER A**

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 OFFERED TOTAL OF THE PRICES (FIRST FORECAST), INCLUSIVE OF VALUE ADDED TAX IS

CLUSTER A – IDUTWYA / ENGCOBO

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 Contractor 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 FORM OF OFFER AND ACCEPTANCE (Continued)

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 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 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 Option X13 of the NEC3 SC Supply contract within the period stated in the Contract Data or within the period stipulated in the conditional 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, if not supplied earlier in accordance with the conditional Letter of Acceptance. 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, unless stated differently in the contract conditions, 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

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 cover letter must be referenced here if applicable, or it will not be valid as part of this submission).**

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 and 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 in to the final draft of the Contract.

1 Subject

 Details

2 Subject

 Details

3 Subject

 Details

4 Subject

 Details

5 Subject

 Details

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Tender documents and the receipt by the Tenderer of a completed signed

copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Tenderer:

Signature(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

Document reference	Title	No of pages
C1.2	Contract Data	1
C1.2.1	Conditions of Contract	16
C1.2.2	Contract Specific Data	2
C1.3	Performance Guarantee	4
	Total number of pages	23

C1.2.1 CONDITIONS OF CONTRACT

PARTICULAR CONDITIONS OF CONTRACT

1. GENERAL

The Particular Conditions of Contract form an integral part of the Contract. These clauses shall amplify, modify or supersede, as the case may be, the NEC3 SC Core Clause and Secondary Option Clauses to the extent specified below, and shall take precedence and shall govern.

The Z-Clauses hereafter are numbered "Z" followed in each case by a number and an appropriate heading.

The Contract Data Forms included in the NEC3 SC are replaced with the Contract Data Forms included in this Contract.

C1.2.2 CONTRACT DATA

Part one - Data provided by the Purchaser

		Completion of the data in full, according to the Options chosen, is essential to create a complete contract.
Statements given in all contracts		
1 General		<p>The <i>conditions of contract</i> are the core clauses and the clauses for Options of the NEC3 Supply Contract April 2013.</p> <ul style="list-style-type: none"> The <i>goods</i> are <ul style="list-style-type: none"> Furniture The <i>services</i> are <p>APPOINTMENT OF A CONTRACTOR TO MANUFACTURE, DELIVER FURNITURE TO 14 SCHOOLS (CLUSTER A) IN THE EASTERN CAPE WITHIN THE ACCELERATED SCHOOLS INFRASTRUCTURE DELIVERY INITIATIVE (ASIDI) 47 PROGRAMME ON BEHALF OF THE DEPARTMENT OF BASIC EDUCATION (DBE)</p> The <i>Purchaser</i> is <p>Name The Development Bank of Southern Africa, a state-owned entity of the Government of South Africa</p> <p>Address: 1258 Lever Road Halfway House Midrand 1685</p> <p>The Supply Manager is Tshepo Matebesi</p> <p>Address 1258 Lever Road Halfway House Midrand 1685</p> The <i>Adjudicator</i> is <p>Will be mutually agreed on by both Parties once a dispute arises. The parties submit a maximum of three nominations to agree on the Adjudicator.</p> <p>If the Parties do not agree on the Adjudicator, the Adjudicator will be appointed by the Association of Arbitrators of Southern Africa</p> <p>The Goods Information is in Part 3: Scope of Work including all documentation drawings that it refers including applicable standards</p> <p>The Supply Requirements as part of the Goods Information is in Annexure A to the Contract data</p>

		<p><i>language of this contract</i> is English</p> <p><i>law of the contract</i> is the law of the Republic of South Africa</p> <p><i>period for reply</i> is One (1) week.</p> <p><i>Adjudicator nominating body</i> is Arbitrators of Southern Africa</p> <ul style="list-style-type: none"> • The <i>tribunal</i> is Arbitration • The person or organisation who will choose an arbitrator is the Chairman of the Association of Arbitrators of Southern Africa <ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> does not state who selects an arbitrator is. • The following matters will be included in the Risk Register <ul style="list-style-type: none"> (1) Late delivery affecting Purchaser's deliver obligation (2) Defective equipment or goods (3) Noncompliance with Health and Safety Regulations including instructions implementing COVID-19 directives
3 Time		<ul style="list-style-type: none"> • The <i>starting date</i> is One (1) week from date of appointment <p>The <i>Supplier</i> submits revised programmes at intervals no longer than Two (2) weeks.</p>
4 Testing and Defects		<ul style="list-style-type: none"> • The <i>defects date</i> is Fifty-Two (52) weeks after Delivery. • The <i>defect correction period</i> is One (1) week(s) except that: • The <i>defect correction period</i> is One (1) weeks • The <i>defect correction period</i> for major defect is Two (2) weeks. • The <i>defect access period</i> is Two (2) days
5 Payment		<ul style="list-style-type: none"> • The <i>currency of this contract</i> is the South African Rand (ZAR) • The <i>assessment interval</i> is Three (3) weeks (not more than five). • The <i>interest rate</i> is 0% per annum above the Prime rate of the average of the four main banks otherwise Standard Bank (Purchaser's Bank) rate is applicable.
8 Risks, liabilities, indemnities and insurance		<ul style="list-style-type: none"> • The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>goods</i>, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract for any one event is Whatever the Supplier deems necessary in addition to what is required by law for anyone event with cross liability so that the insurance applies to the parties separately.

		<ul style="list-style-type: none"> The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract for any one event is As prescribed by the compensation for Occupational injuries and diseases Act No 130 of 1993 and the Supplier's common law liability for people falling outside the scope of the Act with the limit of indemnity of not less than R500 000 (Five Hundred Thousand Rand). The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss including loss of profit, revenue and goodwill is limited to R0.00 (zero Rand) For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to The Purchaser's existing and surrounding property in the care custody and control of the Supplier the amount of the deductible required by insurer from the Purchaser. The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to <ul style="list-style-type: none"> The Total of the Prices The <i>Supplier's</i> total liability to the <i>Purchaser</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to The Total of the Prices The <i>end of liability date</i> is five (5) years after Delivery of the whole of the <i>goods</i> and <i>services</i>.
Data for Option Clauses		
X1		Price Adjustment Factor
		<p>The proportions used to calculate the Price Adjustment Factor are proportion prepared by</p> <p>0. linked to the index for</p> <p>0.</p> <p>0.</p> <p>0.</p> <p>0.</p> <p>0.</p> <p>0. non-adjustable</p> <hr/> <p>1.00</p> <ul style="list-style-type: none"> The base date for indices is
X2		Change in the law

		A change in the law of the Republic of South Africa is a compensation event if it occurs after the Contract Date
X7		Delay damages
		3% of the total order prices per day up to the maximum of 15% of the order
X14		Advance Payment
		The amount of the advanced payment is R0.00
		The <i>Supplier</i> repays the instalments in assessments starting not less than weeks after the Contract Date.
		The instalments are (either an amount or a percentage of the payment otherwise due)
		An advanced payment bond <u>is</u> required
Amendments to core clauses		
Interpretation and the law 12	12.6:	Add a new core clause 12.6 to 12. 13 after core clause 12.5 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the Service Manager, the Supervisor, or the Adjudicator does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
	12.7	Headings are for convenience only and will not be taken into consideration in the interpretation of the contract
	12.8	In this contract the references to the provisions of any law includes such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any works under this contract.
	12.9	References to a "person" include a natural person, company or any other artificial person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons
	12.10	Time is of the essence in the performance of the Parties' respective obligations
	12.11	Where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day that is not a working day, in which event the last day shall be the next succeeding working day
	12.12	The rule of construction that the Contract shall be interpreted against or to the disadvantage of the party responsible for the drafting or preparation of Contract shall not apply
	12.13	The rule of construction that if general words or terms are used in association with specific words or terms that are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class shall not apply, and whenever the word "including" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.
Disclosure 15		Delete clause 15.1 in its entirety and replace it with the following clause 15. 1 to 15.6
	15.1	The Supplier does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the Supplier, enters the public domain or to information which was already in the possession of the <i>Supplier</i> at the time of disclosure (evidenced by written records in

		existence at that time). Should the <i>Supplier</i> disclose information to Others in terms of clause 25.1, the <i>Supplier</i> ensures that the provisions of this clause are complied with by the recipient.
	15.2	If the <i>Supplier</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .
	15.3	In the event that the <i>Supplier</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Supplier</i> , to the extent permitted by law prior to disclosure, notifies the <i>Purchaser</i> so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the <i>Supplier</i> may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
	15.4	The taking of images (whether photographs, video footage or otherwise) of the <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
	15.5	The <i>Supplier</i> ensures that all his Sub-Suppliers abide by the undertakings in this clause.
Illegal and impossible requirements 18		Add a new core clause 18.2 Any provision in contract that is or may become illegal, invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability in such jurisdiction and shall be treated as severed from the balance of contract in such jurisdiction, without invalidating the remaining provisions of contract in such jurisdiction or affecting it in any other jurisdiction
Assessing the amount due 50	50.2	Amend core clause 50.2 to read as follows: The amount due is the Price for each lump sum item in the Price Schedule which the Supplier has completed, where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the Supplier has completed by the rate, plus other amounts to be paid to the Supplier, less amounts to be paid by or retained from the Supplier. The amount assessed as due does not include the amount for materials and goods stored off site. Any tax which the law requires the Purchaser to pay to the Supplier is included in the amount due.
Payment 51		Amend core clause 51 by adding new core clauses 51.5 to 51.8
	51.5	Within one week of receiving a payment certificate from the Service Manager in terms of core clause 51.1, the Supplier provides the Purchaser with a tax invoice in accordance with the Employer's procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.
	51.6	If the Supplier does not provide a tax invoice in the form and by the time required by this contract, the time by when the Purchaser is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the Purchaser in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

	51.7	The Supplier (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the Employer's VAT number 4740101508 on each invoice he submits for payment.
	51.8	Tax Invoice: the Supplier ensures that the requirement in terms of Section 20(4)(C) of the Value Added Tax Act, no 89 of 1991 (as amended by the Revenue Laws Amendment Act 45 of 2003), that the VAT registration number of the recipient of the tax invoice, appears on the said tax invoice in order for the invoice to fully comply with the requirements of a valid invoice for VAT purposes as contained in the said Section 20(4)(C), is adhered to. The Purchaser requires adherence by the Supplier to this requirement as from 1 June 2004. No payment will be made on tax invoices not fully meeting the requirement
Notifying compensation events 61		Delete from the last sentence in core clause 61.3, "unless the Service Manager should have notified the event to the Supplier but did not".
Reasons for termination 91		Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it": " <i>or had a judicial management or business rescue order granted against it (R8).</i> "
Delay damages X7		Add new clause X7.4 If the amount due for the Supplier's payment of delay damages reaches the limits stated in this Contract Data for Option X7 the Purchaser may terminate the Supplier's obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.
Option Z: Additional Conditions of Contract		
Z1	Cession and Delegation of Rights	
Z1.1	The Supplier may not cede and delegate any of its rights and obligations (including liabilities) under this contract to any person without the written consent of the Purchaser.	
Z1.2	Notwithstanding the above, the <i>Purchaser</i> may on written notice to the Supplier cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities or to its client on whose behalf it acts as an Implementing Agent.	
Z2	Joint ventures	
Z2.1	If the <i>Supplier</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Purchaser</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Purchaser</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Supplier</i> on their behalf.	
Z2.3	The <i>Supplier</i> does not substantially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Purchaser</i> having been given to the <i>Supplier</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	

Z3.1	Where a change in the <i>Supplier's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Supplier's</i> B-BBEE status, the <i>Supplier</i> notifies the <i>Purchaser</i> within seven days of the change.
Z3.2	The <i>Supplier</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .
Z3.3	Where, as a result, the <i>Supplier's</i> B-BBEE status has decreased (Level 4) since the Contract Date the <i>Purchaser</i> may either re-negotiate this contract or alternatively, terminate the <i>Suppliers'</i> obligation to Provide the Works.
Z3.4	Failure by the <i>Supplier</i> to notify the <i>Purchaser</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Purchaser</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
Z4	Ethics
Z4.1	The <i>Purchaser</i> is committed to the highest standard of ethical behaviour and expects the same from all Suppliers Any offer, payment, consideration, or benefit of any kind made by the <i>Supplier</i> , which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the <i>Supplier's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Supplier</i> (including civil or criminal action).
Z4.2	The <i>Purchaser</i> may terminate the <i>Supplier's</i> obligation to Provide the Works if the <i>Supplier</i> (or any member of the <i>Supplier</i> where the <i>Supplier</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices. Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the <i>Purchaser</i> or other people or organisations and including in circumstances where the <i>Supplier</i> or any such member is removed from the an approved vendor data base of the <i>Purchaser</i> as a consequence of such practice.
Z4.3	Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P3 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.
Z5	Health, safety and the environment
Z5.1	The Supplier shall ensure that it complies with all relevant health and safety measures set out in the Goods Information in regard to the novel COVID-19 virus, which is not exclusive of any other health and safety regulations, laws, by-laws and ordinances published by the Government of South Africa in the Government Gazette, applicable to the Supplier and/or the Goods provided by the Supplier.

	<p>The Occupational Health and Safety Act No. 85 of 1993, Construction Regulations 2014, Disaster Management Act, 2002 Regulations and COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020 will in all respects be applicable to this contract.</p>
25.2	<p>The Supplier undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the works. Without limitation the Supplier:</p> <p>accepts that the Purchaser appoint him as the “Principal Supplier” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations 2014”) for the Site;</p> <ul style="list-style-type: none"> • warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations 2014, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of works; and • undertakes, in and about the execution of the works, to comply with the Construction Regulations 2014 and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensure that his Sub Suppliers, employees and others under the Supplier’s direction and control, likewise observe and comply with the foregoing.
25.3	<p>The Supplier, in and about the execution of the works, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Sub Suppliers, employees and others under the Supplier’s direction and control, likewise observe and comply with the foregoing.</p>
25.4	<p>Supplier’s liability as mandatory</p> <p>Notwithstanding any actions which the Purchaser may take, the Supplier 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, , Disaster Management Act, 2002 Regulations and COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020 for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
25.5	<p>Supplier’s Designer</p> <p>The Supplier and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those parts of the Permanent Works which the Supplier is responsible to design in terms of the Contract.</p>
25.6	<p>Supplier to notify Purchaser of any Incident</p> <p>The Purchaser retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations, Disaster Management Act, 2002 Regulations and COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020 following any incident involving the Supplier and/or Sub-Supplier and/or their employees. The Supplier shall notify the Purchaser in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>

Z5.7	In carrying out his obligation mandatory to the Purchaser for this contract in terms of Section 37(2) of the Occupational Health & Safety Act No. 85 of 1993, the Supplier ensures that he complies with the Act when Providing the Works or using Plant, Materials or Equipment. The Supplier indemnifies the Purchaser against loss and damage to property, death of, or injury to, a person and claims, proceedings, compensation and costs arising from the Supplier's transgression of the Act, except to the extent that the Purchaser caused the transgression.
Z6	Assessing the amount of work which the Contract Data states the Supplier will do himself
Z6.1	The prices for the work done by the Supplier himself are the lump sums and the product of the quantity multiplied by the unit rates agreed to and included in the pricing schedule associated with this contract.
Z6.2	The cost of people includes amounts for meeting the requirements of law and if applicable for pension provisions.
Z6.3	The amount for Equipment includes amounts paid for hired Equipment and an amount for the use of Equipment owned by the Supplier which is the amount the Supplier would have paid if the Equipment had been hired.
Z6.4	The assessment includes risk allowances for costs and time matters which are at the Supplier's risk under this contract. The assessment is not revised if the forecast upon which it is based is shown by later recorded information to have been wrong.
Z6.5	The effects of compensation events upon the prices for work done by the Supplier himself are assessed by forecasting the effect of a compensation event upon the cost arrived at in terms of Z6.1 to Z6.3 above or if the event has already occurred, the assessment is based on the cost due to the event which the Supplier has incurred.
Z6.6	The provisions above apply also to compensation events involving changes to the prices for work done by the Supplier himself.
Z7	Recovery Plan
Z7.1	<p>Where actual progress is not in accordance with the Accepted Programme or where the <i>Purchaser</i> or <i>Service Manager</i> is of the opinion, at any time during the execution of the <i>works</i>, that the <i>Supplier</i> will not achieve Completion on the date stated in the Accepted Programme, the <i>Supplier</i> shall prepare a recovery plan within 14 days of receipt of an instruction from the <i>Purchaser</i> or <i>Service Manager</i> requesting such recovery plan detailing:</p> <ul style="list-style-type: none"> • the Supplier's plan to ensure that the works will achieve Completion on the date stated in the Accepted Programme; • all additional resources which will be employed by the Supplier in order to ensure that the Supplier achieves Completion on the date stated in the Accepted Programme;

	any other information which may be required by the Purchaser or Service Manager to ascertain that the Supplier will achieve Completion on the date stated in the most current programme.
Z8	The Service Manager and Supervisor's authority
Z8.1	<p>The Purchaser is an organ of state and has to follow certain governance protocols as provided for in legislation, government instruction or its mandate. To ensure compliance with the governance protocols the authority of the Service Manager and Supervisor is limited and in the following they must obtain prior approval from the Employer:</p> <ul style="list-style-type: none"> • change of scope of work having a cost and/or time impact; • acceptance of Sub Suppliers or subcontracting contract conditions; • giving any instruction having a cost and/or time impact; or • Acceptance of a compensation event having a cost and/or time impact. • Any cumulative effect or compensation above 20% require National Treasury approval and will not be executed without written approval from National Treasury. • Increases above the contract from 0-9.99% will require written approval of the IDD Group Executive, and above 10-19.99% require the DBSA Chief Executive Officers written approval. • Any compensation above the initial accepted forecast without written approval will be at the risk and account of the management Supplier.
Z8.2	The Service Manager or Supervisor may extent any period for reply or any other response required within a prescribed time limit in this contract, by written notice of not less than three (3) days, by up to twenty-eight (28) days to obtain the necessary authority regarding the matter under consideration.
Z8.3	The Purchaser may, having stated his reason, instruct the Supplier to remove an employee. The Supplier then arranges that, after one day, the employee has no further connection with the work included in this contract.
Z9	Access to Manufacturing Plant and Records
Z9.1	The Supplier allows the Service Manager or Purchaser access at any time within working hours the manufacturing facility, plant or place, to inspect the accounts and records which it is required to keep. This includes the verification of forecast and inspection of other records. The Supplier shall obtain the same rights and obligations from Sub-Suppliers to the benefit of the Employer.
Z10	Environmental
Z10.1	The Supplier ensures that all goods, services and works supplied in terms of this contract conform to all applicable environmental legislation and to the Purchaser's environmental specifications.
Z 11	Spare and replacement parts
Z11.1	The <i>Supplier</i> makes available for purchase the spares and replacement parts stated in the Goods Information and needed by the <i>Purchaser</i> to maintain the <i>goods</i> during its <i>designed working life</i> . Unless otherwise agreed between the Parties, the purchase price of the spares

and replacement parts is the *Supplier's* costs applicable at the time of purchase to which the percentages for overheads and profit stated in the Contract Data are applied.

Z14	Time
Z14.1	<p>Amend this clause by inserting the following as clause 37.1</p> <p>Recovery Plan</p> <p>37.1 Where actual progress on Site is not in accordance with the most current programme or where the <i>Purchaser</i> or <i>Service Manager</i> is of the opinion, at any time during the execution of the <i>works</i>, that the <i>Supplier</i> will not achieve Completion on the date stated in the most current programme, the <i>Supplier</i> shall prepare a recovery plan within 14 days of receipt of an instruction from the <i>Purchaser</i> or <i>Service Manager</i> requesting such recovery plan detailing:</p> <ul style="list-style-type: none"> • the <i>Supplier's</i> plan to ensure that the works will achieve Completion on the date stated in the most current programme; • all additional resources which will be employed by the <i>Supplier</i> in order to ensure that the <i>Supplier</i> achieves Completion on the date stated in the most current programme; <p>any other information which may be required by the <i>Purchaser</i> or <i>Service Manager</i> to ascertain that the <i>Supplier</i> will achieve Completion on the date stated in the most current programme.</p>
Z15	Payment
Z15.1	<p>Amend clause 50</p> <p>Clause 50 amended by addition of the following clause</p> <p>Materials and goods stored off site are not included in the amount authorised for payment</p>
Z15.2	<p>Payment 51 – amend the clause by adding the following clauses at the end of the clause:</p> <p>51.5 Within one week of receiving a payment certificate from the <i>Service Manager</i> in terms of core clause 51.1, the <i>Supplier</i> provides the <i>Purchaser</i> with a tax invoice in accordance with the <i>Employer's</i> procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.</p> <p>51.6 If the <i>Supplier</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Purchaser</i> is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice.</p> <p>51.7 The <i>Supplier</i> (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the <i>Employer's</i> VAT number on each invoice he submits for payment.</p>

Z16	The Service Manager and Supervisor's authority
Z16.1	<p>The Purchaser is an organ of state and has to follow certain governance protocols as provided for in legislation, government instruction or its mandate. To ensure compliance with the governance protocols the authority of the Service Manager and Supervisor is limited and in the following they must obtain prior approval from the Employer:</p> <ul style="list-style-type: none"> • change of scope of work having a cost and/or time impact; • acceptance of Sub Suppliers or subcontracting contract conditions; • giving any instruction having a cost and/or time impact; or • Acceptance of a compensation event having a cost and/or time impact. • Any cumulative effect or compensation above 20% require National Treasury approval and will not be executed without written approval from National Treasury. • Increases above the contract from 0-9.99% will require written approval of the IDD Group Executive, and above 10-19.99% require the DBSA Chief Executive Officers written approval. • Any compensation above the initial accepted forecast without written approval will be at the risk and account of the management Supplier.
Z16.2	The Service Manager or Supervisor may extent any period for reply or any other response required within a prescribed time limit in this contract, by written notice of not less than three (3) days, by up to twenty-eight (28) days to obtain the necessary authority regarding the matter under consideration.
Z16.3	The Purchaser may, having stated his reason, instruct the Supplier to remove an employee. The Supplier then arranges that, after one day, the employee has no further connection with the work included in this contract.
Z17	Access to Manufacturing Plant and Records
Z17.1	The Supplier allows the Service Manager or Purchaser access at any time within working hours the manufacturing facility, plant or place, to inspect the accounts and records which it is required to keep. This includes the verification of forecast and inspection of other records. The Supplier shall obtain the same rights and obligations from Sub-Suppliers to the benefit of the Employer.
Z18	Environmental
Z18.1	The Supplier ensures that all goods, services and works supplied in terms of this contract conform to all applicable environmental legislation and to the Purchaser's environmental specifications.
Z19	Price adjustment for inflation
Z19.1	<p>Amend option X1</p> <p>Option X1 amended by adding option X1 to be used with option F</p> <p>The base date for indices is the actual 12th month in the final contract document</p>

	<p>The proportions used to calculate the Price Adjustment Factor are:</p>
	<p>The indices are those prepared by SEIFSA (after the contract date)</p>
Z 20	Spare and replacement parts
Z20.1	<p>The <i>Supplier</i> makes available for purchase the spares and replacement parts stated in the Goods Information and needed by the <i>Purchaser</i> to maintain the <i>goods</i> during its <i>designed working life</i>. Unless otherwise agreed between the Parties, the purchase price of the spares and replacement parts is the <i>Supplier's</i> costs applicable at the time of purchase to which the percentages for overheads and profit stated in the Contract Data are applied.</p>

C1.2.2 CONTRACT DATA

Part two - Data provided by the *Supplier*

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

Statements given in all contracts

- The *Supplier* is

Name

Address

.....

- The following matters will be included in the Risk Register

.....

- The *percentage for overheads and profit* added to the Defined Cost is

..... %.

- The *price schedule* is in

- The tendered total of the Prices is (in words)

.....

Optional statements

If the *Supplier* is to provide Goods Information for his design

- The Goods Information for the *Supplier's* design is in

.....

If the *Supplier* restricts access by the *Supply Manager* and Others to work being done for this contract

- The restrictions to access for the *Supply Manager* and Others to work being done for this contract are

.....

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is

If the *Supplier* is to state the *delivery date* of the *goods and services*

- The *delivery date* of the *goods and services* is

goods and services *delivery date*

If ~~Option Y(UK)1~~ is used

- ~~The *project bank* is~~

- *named suppliers are*

C 1.3 FORMS OF SECURITIES

Pro-Forma NEC3 SC Performance Bond this must be same as vol 2 pro-forma.

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**
- 1.1.2 "Guarantor's Address" - means [●]; *[Drafting Note: Guarantor's physical address to be inserted]*
- 1.1.3 "Contract" - means the written agreement entered into between the Employer and the Contractor on or about [●] [●] 201[●] (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]*
- 1.1.4 "Contractor" - means [●] a [●] registered in accordance with the laws of [●] with registration number [●]; *[Drafting Note: Name and details of Contractor to be inserted]*
- 1.1.5 "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;
- 1.1.6 "Expiry Date" - means the [●] day of [●]; *[Drafting Note: This date should align with the date of final completion];*
- 1.1.7 "this Guarantee" - means this document;
- 1.1.8 "Guaranteed Sum" – means, subject to clause 4, the sum of [● - figure] ([● - words]) *[Drafting Note: Maximum aggregate Guarantee amount (not exceeding 10.0% of the total of the Prices as at the Contract Date) to be inserted]* 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: _____ Capacity of Guarantor Signatory 2: _____

Witness: _____ Witness: _____
(Printed Name of Witness) (Printed name of witness)

Guarantor's seal or stamp _____

PART 2: PRICING DATA

NEC3 Supply Contract (SC) April 2013 revision

Document reference	Title	No of pages
C2.1	Pricing Instructions	2
C2.2	Pricing Schedule	270
C2.3	Pricing Assumptions: Supply Contract	1
C2.4	First forecast of Total Defined Cost-plus Fee	1
	Total number of pages	274

C2.1 PRICING INSTRUCTIONS

1. The Pricing Schedule is provided as a guide to Tenderers to price this Supply Contract (NEC3 SC Supply Contract) to determine the first Forecast of the Total Defined Cost plus Fee and to use when subcontracting to ensure price certainty. The Tenderers must determine or ensure that the Pricing Schedule is complete and provide for all items to be priced for this contract. If an item is not separately priced then it will be accepted that its price element is included in the other items for that part of the works. The Pricing Schedules 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 Pricing Schedule for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).~~
 - c) ~~**All Rates MUST exclude ALL PROFITS which must be covered in the Direct and Indirect Fees as per contract data.**~~
 - d) Where included in the Pricing Schedule, detailed pricing must be done for Health and Safety and broken down into pricing elements by the tenderer for all items that will be required in respect of training, equipment, signage and whatever the tenderer deems necessary. **Any tender only reflecting a lump sum for Health and Safety will be disqualified.**
2. The agreement is based on the NEC3 SC Supply Contract. The additions, deletions and alterations to the NEC3 SC Supply Contract as well as the contract specific variables are as stated in the Contract Data and Z-Clauses. It will be assumed that prices included in the Pricing Schedule are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published as provided for in the amended X2 before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
3. The drawings listed in the Scope of Works used for the setting up of these Pricing Schedules are kept by the Project Manager or Supervisor and can be viewed at any time during office hours up until the completion of the works but any omissions in the Pricing Schedule will not be a compensation event.
4. 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.

C2.2 PRICING SCHEDULE

Use this page as a cover page to the *Supplier's Pricing Schedule as used in support of arriving at the first Forecast of the Total of the Defined Cost, which must be submitted as supporting documentation with any other pricing documents the Tenderers used to arrive at the first Forecast of the Total Defined Cost plus Fee. The Pricing Schedule will also be used going forward to inform future forecasts and shall be used to price subcontracts.*

- 1) Tenderers are to ensure that adequate provision for the health and safety measures that have been made and provided as required by the Department of Labour.
- 2) The PDF/ original format *Pricing Schedule* must be populated by hand in black ink and will be the document used for evaluation purposes and if tenderer is successful this Pricing Schedule will be balanced in conjunction with the Project Manager and then applied for forecasting and subcontracting where applicable.
- 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.
- 4) Delivery location will be within the identified District. Transportation costs will then cover location anywhere within the identified District.
- 5) If it is possible to do a first forecast at award stage, this could be included here. The purpose of this would be to provide a budget for the Employer's operational requirements.
- 6) After contract award, forecasts are provided at the intervals stated in the Contract Data.
- 7) The forecast would be broken down into the total of the prices for work which the Contractor is to do himself.

C2.3 PRICING ASSUMPTIONS: SUPPLY CONTRACT

How work is priced and assessed for payment

Clause 11 in NEC3 Supply Contract states:

Identified and defined terms

11
11.2

Defined Cost 52
52.1

All the Supplier's costs which are not included in the Defined Cost are treated as included in the percentage for overheads and profit. Defined Cost includes only amounts calculated at open market or competitively tendered prices with deductions for all discounts, rebates and taxes which can be recovered.

The Price Schedule 53
53.1

Information in the Price Schedule is not Goods Information.

- payment to the Purchaser as a result of the Sub-Contractor failing to meet a key date,
- the correction of Defects after Completion,
- payment to Others,

I, _____ of _____,
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to requirements as set out in C2.1 to C2.3 and warrant that the documents submitted are true and accurate.

(Signature)

(Date)

C2.4 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: PURCHASERS GOOD INFORMATION

Document reference	Title	No of pages
	This cover page	1
C3.1	Project Specifications	11
C3.2	Particular Specifications	1
	Total number of pages	13

C3.1 PROJECT SPECIFICATIONS

1. DESCRIPTION OF THE WORKS

1.1. Employer’s objectives

The Employer’s objectives are to deliver Furniture to selected Accelerated Schools Infrastructure Delivery Initiative (ASIDI) schools in the Eastern Cape. The Employer’s objectives also include handing over and commissioning of the facilities before they can be utilised by the Department of Basic Education.

1.2. Overview of the works

The Department of Basic Education (DBE) has an objective to provide sustainable infrastructure that meets the demands, improves accessibility and improves the quality of life of the people of South Africa.

1.3. Extent of the works

The Works to be carried out by the Contractor under this contract is outlined in the table below. The location will be within the identified District Municipality (Refer to the drawings for detailed specifications of work to be done):

Proposed Cluster A	Latitude	Longitude	EMIS no	Name of School
Idutywa /Engcobo	-32.28469	28.41598	200300854	GWABE SENIOR PRIMARY SCHOOL
	31.9333706	28.35624578	200300710	ZWELIXOLILE JUNIOR PRIMARY SCHOOL
	-32.33584	28.43377	200300697	ZONWABELE JUNIOR PRIMARY SCHOOL
	32.0021437	28.18569525	200300323	MFEZEKO SENIOR PRIMARY SCHOOL
	31.5299528	28.29824922	200400054	BULA JUNIOR SECONDARY SCHOOL
	-31.64411	27.8117	200400510	MATYASE JUNIOR PRIMARY SCHOOL

Services

~~Before any work commences on site, 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 Supplier'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 and the Employer will not be liable for any inaccurate information and compensation events with regard to inaccuracies will not be entertained. The Contractor will therefore be required to proceed with extreme caution in order to avoid damage to existing services and have to verify the correctness of any information supplied. 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. Any damages caused by the Contractor or its subcontractors to such service infrastructure will be for the account of the Contractor and the Contractor hereby indemnifies the Employer against any claims or damages that the respective service owners may bring against the Employer. Any insurance that the Contractor put in place in this regard will cover the Employer as a co-insured.~~

~~In general, the Project Manager may call upon the Contractor to re-excavate trenches previously dug and backfilled by others where in the opinion of the Project Manager 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 Provincial Department of Roads & Transport (for provincial roads) and the District Municipality Roads & Storm Water Department (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 Project Manager.~~

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.~~

Temporary Works and Traffic Accommodation

~~As the Works are to be implemented within a rural 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 locals.~~

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 supplier'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 Project Manager promptly so they can be corrected before any abortive expenditure is incurred.~~

1.4. Location of the works

The Works to be implemented are located in the area of jurisdiction of the various District Municipalities as provided.

~~1.5. Temporary works~~

~~As the Works are to be implemented within a rural 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 locals.~~

1.6. Occupational Health And Safety

The Contractor needs to comply with the following legal requirements:

- Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014;
- Disaster Management Act, 2002 Regulations as amended;
- Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020
- Annexure A - DBSA Occupational Health and Safety Baseline specification;
- Annexure B - DBSA Baseline Risk Assessment;
- Annexure C - Safety, Health, Environment and Quality Policy. Amended COVID-19 Health and Safety Baseline Specifications and Baseline Risk Assessment.

~~2. DRAWINGS~~

N/A

3. PROCUREMENT

3.1. Preferential procurement procedures

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

3.2. Scope of mandatory subcontract work

~~3.2.1 In terms of this tender and the contract to be awarded, Seventy 70% percent of the first Forecast of the Total of Defined Cost (Contract Price), excluding the *direct and indirect fee*, must be subcontracted by the management contractor. In accordance with the requirements of regulation 9 read with Regulation 12 of the Preferential Procurement Regulations 2017 issued in terms of the Preferential Procurement Policy Framework Act, Act 5 of 2000, (PPPFA) a minimum of thirty (30%) percent of the Contract Price to be subcontracted to the categories of potential subcontractors specified in the regulations and as set out in the PPPFA Prequalify and subcontracting Schedule referred to in Volume 2 of the Tender invitation for RFP016/2019~~

~~3.2.2 To the extent that the subcontracting of the categories referred to in 3.2.1 above is less than Seventy 70% of the Contract Price other categories may be subcontracted firstly on basis that ownership is at least fifty one percent (51%) Black Owned as defined for the BBBEE Act and lastly on an open basis on all categories, always provided that the subcontractors are Eastern Cape Province (ECP) based.~~

~~3.2.3 Further to the above subcontracting requirements the management Contractor shall engage subcontractors in the construction industry firstly with a CIDB GRADE 7GB registration and secondly with a grade 7 registration, all ECP based. The management Contractors shall ensure that part of the 70% allocated to the sub-contractors, minimum threshold of 30% of that works are allocated to the enterprises owned by black women and minimum threshold of 30% allocated to the enterprises owned by black youth. As part of the subcontracting a formal development plan to be included which would assist such subcontractors to apply for higher grading registration and strengthen the expertise and quality work delivery of such subcontractors.~~

~~3.2.4 In the instance where works is to be subcontracted, competitive tenders shall be invited in respect of each portion of works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the use of BIFSA Non-Nominated Subcontract for use with the JBCC Series 2000 Principal Building Agreement / CIDB Standard subcontract (labour only) / / SAFCEC General conditions of subcontract (2003 edition) (select appropriate option) / NEC Engineering and Construction Subcontract / NEC Engineering and Construction Short Subcontract with minimal project specific variations and amendments that do not change their intended usage.~~

~~3.2.5 Subject to core clause 26 read with Z15 of the NEC3 ECC Option F, the Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.~~

~~3.2.6 The Contractor shall indicate within the list of proposed sub-contractors the names and copies of the registration documents of the proposed sub-Contractor registered with the necessary built environment councils and CIDB.~~

~~3.2.7 In the event that the Contractor has to replace a subcontractor for whatever reason the principles set out above shall apply to such replacement with all the conditions in respect of subcontracting.~~

~~3.2.8 In the event that the Contractors unable to replace a subcontractor by appointment or cession of the subcontract, the Contractor may approach the Employer submitting alternative plans to complete that part of the Works, indicating the impact on time and cost for this project. The Employer shall consider the submission and respond within 14 days, failing which it is deemed that the Employer does not approve the submission through this notice, and may request a revised proposal.~~

~~3.2.9 The full requirements for the Contract Participation Goal is set out in the Annexure CPG attached hereto and if any conflict in respect of the applicable conditions the CPG Annexure will prevail.~~

~~4. CONSTRUCTION~~

~~4.1. 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.~~

~~4.2. 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

4.3. Certification by recognized bodies

Not Applicable

4.4. Plant and materials provided by the employer

Not Applicable

4.5. Services and facilities provided by the employer

Not Applicable

4.6. Plant and equipment

Not Applicable

5. Management

5.1. SANS 1921 standards

The SANS 1921 Construction works standards and associated specification data are applicable to the works:

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.

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	Specification data
Essential data	
4.1.7	The Contractor is responsible for providing shop drawings, product information and necessary calculations.
4.2.1	The responsibility strategy assigned to the Contractor for the works is A.
4.2.2	The structural engineer is: TBC
4.3.1	The planning, programme and method statements are to comply with the following: <ul style="list-style-type: none"> 1) Program to be submitted in Microsoft Project format 2) Gantt chart to indicate critical path and progress 3) Gantt chart to be updated before monthly site meeting
4.3.3	The notice period for inspection is 2 Days
4.9.3	The trees and shrubs which are not to be disturbed are to be identified on site. Where possible, the disturbance of trees should be avoided.
4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are: <ul style="list-style-type: none"> 1) Site office which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m² in area and 3 m high, be ventilated, have good lamination, must be reasonably sound proof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings. (Minimum 15 seater) 2) The following facilities will be supplied to the employers representatives: <ul style="list-style-type: none"> 15 Hardhats for employers representatives visiting the site 15 Safety (High visibility) jackets for employer representatives visiting the site 15 sets of safety Goggles 15 sets of earplugs (when applicable)
4.14.5	The Contractor is required to provide latrine and ablution facilities for the exclusive use of the professional team and client

4.14.6	<p>The requirements for the provision and erection of separate sign boards for consultants and subcontractors are:</p> <p>1) See Bill of Quantities.</p>
4.17.1	<p>The requirements for the termination, diversion or maintenance of existing services are:</p> <p>1) none</p>
4.17.3	<p>Services which are known to exist on the site are:</p> <p>1) Water network. 2) Electricity reticulation, sub-surface and over head 3) Sewer Network 4) Municipal roads</p>

Additional clauses

~~1 Site meetings and procedures~~

~~The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals or at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.~~

~~The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.~~

~~2 Water and electricity~~

~~The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:~~

~~a) water : A~~

~~b) electricity : A~~

Service	Option		
	A Contractor responsibility	B Employer responsibility	C
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and	The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points	The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at

	purchase water from the local authority for the works at his own cost.	and make use of water free of charge for construction purposes only.	designated points and be responsible for costs associated with all water consumed.
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for costs associated with all electricity consumed.

The following temporary services is the responsibility and will be supplied by the contractor:

- ~~Security~~
- ~~Sewer services in the form of temporary toilets~~
- ~~Waste disposal facility~~

SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand.

Clause	Specification Data
--------	--------------------

Essential Data:

5.1	The depth of trenches which are to be excavated by hand is 1,5 metres.
-----	---

Additional clauses:

4	<p>Stone pitching and rubble concrete masonry</p> <p>All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, shall be collected, loaded, off loaded and placed by hand.</p> <p>Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.</p> <p>Grout shall be mixed and placed by hand.</p>
2	<p>Manufactured Elements</p> <p>Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can</p>

conveniently and simultaneously acquire a proper hand hold on them.

SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness.

4.2.1(a) A qualified Contractor is a Contractor that is one that is accredited or provisionally accredited training Contractor in the HIV/AIDS field.

A list of accredited Contractors can be obtained from the Construction SETA (CETA) (tel 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za.

4.2.1(a) The HIV/AIDS awareness programme is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract.)

Additional clauses

The duration of each workshop is not to be less than 2 ½ hours.

5.2. Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 1 day after rain that is considered to justify an extension of time.

5.3. Unauthorised persons

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

5.4. Management meetings

A Schedule of meetings will be agreed with the contractor.

5.5. Daily records

The Contractor is instructed to keep a set of signed off daily diaries with specific detail relating to Contract Participating Goals (CPG) as provided for in 3 above.

5.6. Payment certificates

Payment Certificates will be done as per Clause 50.0 of the NEC3 ECC Supply Contract. Payments will not be processed unless all the required job creation statistics and all subcontracting supporting

information are attached to the claim for payment.

5.7. Job statistics/targeted labour

The Contractor must provide monthly statistics to the DBSA indicating the number of new jobs created through this contract. This statistic **must be provided with each monthly payment certificate** using the electronic prescribed format, which will be provided by the Project Manager of this project to the successful bidder.

5.7.1 Training of targeted labour (non-accredited training)

- a) The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- b) The Contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.
- c) The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.
- d) Proof of compliance with all the requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.
- e) The Contractor should allow for a R3800 stipend, data per month, a laptop and handling fee per learner.

5.7.2 Employment of local labour

- a) It is the intention that this Contract should make maximum use of the local labour force that is presently under employed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.
- b) The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above mentioned form will be strictly monitored during the Contract period and any deviations there from shall be subject to the prior approval of the Project Manager, which approval shall not be unreasonably withheld.
- c) The employment of casual labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour.

C3.2 PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

PARTICULAR SPECIFICATION		PAGE NO.
POHS	: HEALTH AND SAFETY BASELINE SPECIFICATIONS & AMENDMENTS FOR COVID-19	Annexure A
B/RA	: BASELINE RISK ASSESSMENT & AMENDMENTS FOR COVID-19	Annexure B
SHEQ	: DBSA SHEQ POLICY	Annexure C

PART 4: SITE INFORMATION

Document reference	Title	No of pages
	This cover page	1
C4.1	<i>Information and Map</i>	1
C4.2	<i>Existing Buildings Occupied</i>	4
	Total number of pages	3

C4.1 INFORMATION AND MAP

The Works to be implemented are located in the area of jurisdiction as shown in the map below:



