



Tender No: IN/014/2020

BSC MEMBERS	SIGNATURE	DATE OF APPROVAL
Chairperson		
SCM		
Technical (End User)		
Legal Department		

**Alterations and Renovations of the Existing Art Gallery at the University
of Venda, Thohoyandou, Limpopo Province
(CIDB GRADING NO: 2GB)
VOLUME 2 OF 2**

PROCUREMENT DOCUMENT

(Based on NEC3 Engineering and Construction Contract)

July 2020

Issued by:

Director Facilities Management

University of the Venda, Thohoyandou

Name of tenderer:

Telephone Number:

Email Address:

Fax Number:

Cellphone Number:

Closing date: 20 October 2020 at 12h00



University of the Venda, Thohoyandou Alterations and Renovations of the Existing Art Gallery

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University of the Venda, Thohoyandou Alterations and Renovations of the Existing Art Gallery

T1.1 Tender Notice and Invitation to Tender

The University of Venda hereby invites tenders from suitably qualified and experienced contractors, for the **Alterations and Renovations of the Existing Art Gallery** as required at the **University of Venda Campus**, located at University Road, Thohoyandou.

Eligibility and preferencing criteria are stated in the tender document, tenderers must be registered with the CIDB and have a current minimum grading of **2GB or Higher**.

The closing time for receipt of tenders is scheduled at **12h00 on Thursday, 20 October 2020**. No telegraphic, telephonic, telex, facsimile, e-mail and late tenders will be accepted.

The tender box is situated at the **University of Venda, Main Gate, University Road, Thohoyandou**.

Tenders may only be submitted on the tender documentation that is issued; alternative tenders are not permitted. ***Any and all queries must be addressed to the Supply Chain Management via email to Mr. X Ben-Mazwi, Head of Department, Supply Chain Management at xhanti.benmazwi@univen.ac.za***

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



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T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is the University of the Venda , Thohoyandou, acting through its Facilities Management Office
3.2	The tender documents issued by the employer comprise the documents listed on the contents page.
3.4	The employer's agent is: Name: Mr. CXS Benmazwi Email: xhanti.benmazwi@univen.ac.za
3.4	The language for communications is English.
4.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: A1. The tenderer has been represented at the compulsory clarification meeting and have signed the attendance register. A2. The tenderer is either a. registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984), or b. a joint venture, where all members of the joint venture are registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984), and a copy of the proposed joint venture agreement is provided with the tender submission; A3. The tenderer is registered on the Central Supplier Data Base (CSD), or all members of the joint venture are registered on the Central Supplier Database (CSD); A4. The tenderer has experience as a main contractor in the construction or renovation of similar buildings can provide at least three contactable references for such projects each having a value in excess of R300 000.00 completed in the last 3 years. A5. The tenderer is able to provide suitable financial statements for the preceding financial year within 12 months of the financial year end.

	<p>A6. The tenderer has a turnover over during its preceding financial year which is not less than R300 000.00.</p> <p>A7. The tenderer is able to demonstrate a capability of producing a health and safety plan for the proposed works i.e. a documented plan which addresses identified hazards and includes safe work procedures to mitigate, reduce or control the hazards.</p> <p>A8. The tenderer is in possession of a letter of good standing from the Compensation Fund or a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Disease Act, 1993 (Act No. 130 of 1993)</p> <p>A9. The tenderer undertake to:</p> <p>9.1. Subcontract a minimum of 30% of the contract value to local capable and willing Exempted Micro Enterprises (EMEs) or Qualifying Small Business Enterprises (QSE) as defined in the Preferential Procurement Regulations 2017. Compliance of preferential Procurement Regulation.</p> <p>9.2. The tenderer undertakes to use local labour only in this project except where extraordinary circumstances arises and they have been discussed and approved with the Client Representative.</p> <p>The client will not compromise on quality and contract duration due to the appointment of local labourers and sub-contractors, thus it remains the responsibility of the main contractors to ensure that the appointed local labourers and sub-contractors are committed to the completion of the duration within the required duration and to approved quality standards.</p>
4.1	<p>Only the tenderer who is registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, for a GB class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <p>a. every member of the joint venture is registered with the CIDB;</p> <p>b. the lead partner has a contractor grading designation in the GB class of construction work; and</p> <p>c. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</p>
4.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original.
4.13.5 4.15	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Main Gate , The University of the Venda. Physical address: University Road, Thohoyandou Identification details: Tender reference number, Title of Tender and the closing date and time of the tender and tenderer's name, address and telephone number.</p>
4.13.4	<p>The tenderer is required to submit with his tender the following certificates:</p> <ol style="list-style-type: none"> 1) registration report from the National Treasury Central Supplier Database. 2) certificate of good standing from the Compensation Fund or a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Disease Act, 1993 (Act No. 130 of 1993).
4.13.5	The Original Tender Document to be submitted in a sealed envelope.

4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. No late bids will be accepted.
4.16.1	The tender offer validity period is ninety (120) days.
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document
5.1	The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.
5.2	The employer shall issue addenda until three (3) working days before tender closing time.
5.4	Tenders will be opened immediately after the closing time for tenders.
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.
5.11.5	<p>The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, quality and preference). The total number of tender evaluation points shall be determined in accordance with the following procedure.</p> <p>A. Phase 1: SCM Compliance</p> <ul style="list-style-type: none"> This is the first phase where service provider's proposals and attachment will be checked as per Responsiveness Criteria as well as mandatory requirements. <p>B. Phase 2: Functionality Evaluation.</p> <p>C. Phase 3: Evaluation in terms of Preference Point Systems.</p>
	<p>A. Responsiveness and Evaluation Criteria – SCM Compliance</p> <p>The University of Venda will consider no bid unless it meets the following responsiveness criteria and relevant documents have been submitted.</p>
	A1. Partnerships / Joint venture (JV) to attached partnership / joint venture agreement and any related document that makes a legally formed JV and signed JV agreement.
	A2. Certified copy of Company Registration Certificate (COR14.3) has been attached.
	A3. Original, valid Tax Clearance Certificate; or Tax Compliance letter with unique security personal identification number (Pin) in terms of the Electronic Tax Compliance Status (TCS) System from SARS or proof of arrangement either South African Revenue Services (SARS)
	A4. Certified copy of Workmen's Compensation (Letter of good standing)
	A5. Certified copy of UIF (Certificate of Compliance).
	A6. Comprehensive company or entity business profile
	<p>A7. Current and previous project profile – Experience indicating the following:</p> <ul style="list-style-type: none"> Project name and description Client representative and contact Cellphone and telephone Project final contract amount Project start and completion date (month and year) Project site / location
	<p>A8. CV of 5 key personnel with accredited certificates:</p> <ul style="list-style-type: none"> Contract Manager Quantity Surveyor Site Agent General foreman Health and Safety Officer

	<ul style="list-style-type: none"> • Site SHEQ Officer
	<p>A9. Project Implementation / Methodology and Quality Management Plan</p> <ul style="list-style-type: none"> • Detailed timeline for implementation and procurement of resources • Procedures to be followed in the preparation for the commencement of the contract. • Standard operating procedures. • Progress Monitoring and control • Quality Management Systems • Management of non-conformance and management reports.
	<p>A10. Occupational and Construction Health and Safety Plan</p> <ul style="list-style-type: none"> • Legal compliance to house keeping • Legal compliance to construction activities • Compliance to OHS Act and its regulation
	A11. Registration Certificate: COID or Letter of good standing
	A12. Certified copy of BBBEE Certification or Letter of exemption from SANAS accredited verification agency or IRBA accredited Accountant. Joint Venture Entities must submit a combined B-BBEE Certificate / certified sworn affidavit.
	A13. Certified copies of Director (s) / Shareholder (s) identity document of not less than three (3) months. (Not copies of certified documents)
	A14. Certified copy of Valid CIDB registration certificate
	A15. Attendance of Compulsory Tender Briefing Session
	A16. Tender Document Fully Completed and Signed
	A17. Signing of Declaration of interest
	A18. List of Immediate available plant and other resources, and those that will be hired
	A19. Audited Annual Financial Statements within twelve (12) months of the current year
	A20. Bank Confirmation letter
	A21. SBD1 (Invitation to Bid) Make sure it is signed and thoroughly completed
	A22. SBD2 (Tax Clearance Certificate) Certificate must be original and valid
	A23. SBD3.1 (Pricing schedule) make sure it is signed and thoroughly completed
	A24. SBD4 (Declaration of interest) make sure it is signed and thoroughly completed
	A25. SBD 6.1 (Preference claim in terms of the Preferential Procurement Regulations, 2011) must be signed regardless if points are claimed or not. Make sure it is signed and thoroughly completed
	A26. SBD8 (Declaration of Bidder's past supply chain management practices) Make sure it is signed and thoroughly completed
	A27. General Conditions of Contract
	A28. Other documents as mentioned in the bid terms of reference

B. Phase 2: Functionality

- Functionality of bids will be evaluated according to the evaluation criteria set out in the bid documents – Terms of Reference below
- The minimum qualifying score for **functionality is 70 percent (%)** as set out below. Bidders who fail to achieve the minimum qualifying score for functionality will be disqualified from the bidding process.
- The panel members will individually evaluate the bids received for functionality against the following criteria as set out below:
 - The service provider must provide a proposal with the following headings,
 - And points will be allocated as follows:

No.	Functionality Criteria – Tender Rating Matrix			Factor	
A	FINANCIAL CREDIBILITY	The tenderer is to provide bank rating from his/her Banking institution to justify credit risk		10	
		Scoring Ref.	Score		Description of Criteria
		A1	10 Points		Credit rating of A
		A2	7 Points		Credit rating of B
		A3	5 Points		Credit rating of C
		A4	3 Points		Credit rating of D or below
		A5	0 = 0 Points		The tenderer has failed to address the question and has not provided proof
		NB: Tenderer is to obtain and submit a bank rating relevant to the estimated project value. Failure to submit/attach such will result in the tenderer no being awarded the points.			
B	SKILLS AND EXPERIENCE OF KEY PERSONNEL	Points are allocated for required competencies and qualifications of allocated personnel for the project in consideration/ Required key personnel are: Project Manager, Site Agent and Site SHEQ Officer		<div>5</div> <div>10</div> <div>5</div>	
		Contract Manager			
		Scoring Ref.	Score		Description of Criteria
		B1	5 = 5 Points		Five (5) or more years' experience on projects of similar nature appointed as project manager
		B2	4-3 = 3 Points		Four (4) to Three (3) yeas experience on projects of similar nature appointed as project manager
		B3	2-1 = 1 Point		Two (2) to One (1) years' experience on projects of similar nature appointed as project manager
		B4	0 = 0 Points		The tenderer has failed to address the question and has not proved competency of the proposed project manager
		Scoring Ref.	Score		Description of Criteria
		B5	1 = 5 Points		Qualification: BTech / Degree in the Built Environment field of study
		B6	1 = 3 Points		Qualification: National Diploma in the Built Environment field of study,
		B7	0 = 0 Points		The tenderer has failed to address the question and has not proved qualifications of the proposed contract manager
Tender					
Part T2: Returnable documents					
6					
T2.2					
Returnable documents					

		Site Agent			5	
		Scoring Ref.	Score	Description of Criteria		
		B8	5 = 5 Points	Five (5) or more years' experience on projects of similar nature appointed as site agent		
		B9	3 = 3 Points	Four (4) to Three (3) years' experience on projects of similar nature appointed as site agent		
		B10	1 = 1 Points	Two (2) to One (1) years' experience on projects of similar nature appointed as site agent		
		B11	0 = 0 Points	The tenderer has failed to address the question and has not proved competency and qualifications of the proposed site agent		
		Site SHEQ Officer				
		Scoring Ref.	Score	Description of Criteria	3	
		B12	5 = 3 Points	Five (5) or more years' experience on projects of similar nature appointed as SHEQ officer		
		B13	4-1 = 2 Points	Four (4) to One (1) years' experience on projects of similar nature appointed as SHEQ officer		
		B14	0 = 0 Points	The tenderer has failed to address the question and has not proved competency and qualifications of the proposed site SHEQ officer	5	
		Scoring Ref.	Score	Description of Criteria	2	
		B15	2 = 2 Points	Qualification: Degree / BTech or National Diploma in Safety Management or similar approved		
		B16	1 = 1 Point	Qualification: Certificate in Safety Management or similar approved		
		B17	0 = 0 Points	The tenderer has failed to address the question and has not proved competency and qualifications of the proposed site SHEQ officer		
		NB: Tenderers are encouraged to submit CV's with contactable references and certified qualifications of proposed key personnel. Failure to submit will result in the tenderer not being awarded points on the above criteria.				

C	RELEVANT BUILDING PROJECTS EXPERIENCE	Tenderers are required to demonstrate relevant past experience and competency and attach practical completion certificates. Tenderers are required to submit full details of, and reliable contactable references for relevant projects which were successfully completed. Projects relevant must be of similar scope, nature and size, completed within the last ten (10) years. Successful completion of building projects in the last tender (10) years			30
		Scoring Ref.	Score	Description of Criteria	
		C1	5 = 30 Points	Five (5) or more relevant or similar building projects successfully executed by the tenderer in the past 10 years	
		C2	3 = 20 Points	Four (4) to Three (3) relevant or similar building projects successfully executed by the tenderer in the past 10 years	
		C3	1 = 10 Points	Two (2) to One (1) relevant or similar building projects successfully executed by the tenderer in the past 10 years	
		C4	0 = 0 Points	The tenderer has failed to address the question and has not provided proof of completing similar building construction projects	
		NB: Tenderers are required to attach practical completion certificates. Failure to submit/attach practical completion certificates for the projects will result in the bidder not being awarded the points			

D	QUALITY OF PREVIOUS BUILDING PROJECTS	<p>Tenderers are required to submit full details of, and reliable contactable references for relevant projects which were successfully completed</p> <table><tr><th>Scoring Ref.</th><th>Score</th><th>Description of Criteria</th></tr><tr><td>D1</td><td>5 = 30 Points</td><td>Five (5) or more details of contactable references submitted</td></tr><tr><td>D2</td><td>3 = 20 Points</td><td>Four (4) to Three (3) details of contactable references submitted</td></tr><tr><td>D3</td><td>1 = 10 Points</td><td>Two (2) to One (1) details of contactable references submitted</td></tr><tr><td>D4</td><td>0 = 0 Points</td><td>The tenderer has failed to address the question and has not provided any contactable references for relevant projects</td></tr></table> <p><u>NB: Tenderers are encouraged to submit contactable references and list the most relevant construction industry related projects. Failure to submit/attach reference certificates will result in the tenderer not being awarded the points.</u></p>	Scoring Ref.	Score	Description of Criteria	D1	5 = 30 Points	Five (5) or more details of contactable references submitted	D2	3 = 20 Points	Four (4) to Three (3) details of contactable references submitted	D3	1 = 10 Points	Two (2) to One (1) details of contactable references submitted	D4	0 = 0 Points	The tenderer has failed to address the question and has not provided any contactable references for relevant projects	30
	Scoring Ref.	Score	Description of Criteria															
D1	5 = 30 Points	Five (5) or more details of contactable references submitted																
D2	3 = 20 Points	Four (4) to Three (3) details of contactable references submitted																
D3	1 = 10 Points	Two (2) to One (1) details of contactable references submitted																
D4	0 = 0 Points	The tenderer has failed to address the question and has not provided any contactable references for relevant projects																
E	PROPOSAL & METHODOLOGY	<p>Tenderers are required to submit a realistic project plan, execution plan and methodology</p> <table><tr><th>Scoring Ref.</th><th>Score</th><th>Description of Criteria</th></tr><tr><td>E1</td><td>5 Points</td><td>Realistic project plan</td></tr><tr><td>E2</td><td>5 Points</td><td>Project execution plan and project methodology</td></tr></table> <p><u>NB: Each panel member will rate on the above-mentioned criteria</u></p>	Scoring Ref.	Score	Description of Criteria	E1	5 Points	Realistic project plan	E2	5 Points	Project execution plan and project methodology	10						
Scoring Ref.	Score	Description of Criteria																
E1	5 Points	Realistic project plan																
E2	5 Points	Project execution plan and project methodology																
TOTAL		Minimum points to be scored for Functionality is 70% of the points	100															

Notes to the Functionality:

a) Financial Standing

The service provider must obtain a letter of good standing from the Financial Institution (Bank) which includes a rating.

b) Key Personnel

The service provider should provide a project team responsible for the execution of the project with adequate skills, qualifications and experience in delivery of similar projects.

- Project's Supervisor
- Construction Manager

(Certified(within 3 months) CV's and copies of qualifications must be attached for points to be allocated)

c) Resources Capacity

The demonstration of the Bidders infrastructure resources to be utilized in execution of the project.

- Plant and Equipment available owned by the Bidder
- Physical facilities
- Plant and Equipment to be hired

(A list and proof of ownership must be attached for points to be allocated for plant and equipment)

d) Previous experience

The service provider must illustrate relevant experience over the past five (5) years) on similar or other projects and include the following:

Client name, Contact Person number, Project amount and Duration of project

- Similar Projects
- Other projects

e) Proposal and Methodology

The demonstration by the Bidders of

- Realistic Project Plan
- Work Breakdown Structure (WBS)
- Project Execution Plan and Project Methodology.

The points for the panel members will be added and expressed as a fraction of the best possible score for each particular criterion as set out.

5.11.5

C. Phase 3: Evaluation in terms of Preference Points

- a) The bidders must **complete SBD 3.1: Pricing Schedule** and submit with the bid.
- b) Only bids that achieve minimum qualifying score for Functionality in this bid will be considered for further evaluation.
- c) The qualifying bids will be evaluated in accordance with the 80/20 preference point systems as prescribed in the PPPFA regulations 5 and 6.
- d) The lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.
- e) The formulae that will be utilized in calculating points scores for prices is as follows:

80/20 Preference point system (for acquisition of services, works or goods with a Rand value above R1million) (all applicable taxes included)

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Points scored for comparative price of bid or offer under consideration

Pt = Comparative price of bid or offer under consideration

Pmin = Comparative price of lowest acceptable bid or offer.

- f) The points scored will be rounded off to the nearest two decimal places.
- g) Then points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

BBBEE Level	80/20
Level 1	20
Level 2	18
Level 3	14
Level 4	12
Level 5	8
Level 6	6
Level 7	4
Level 8	2
Non-Compliant Contributor	0

Then the points scored for price will be added to the points scored for B-BBEE status level of contribution to obtain the bidders total points scored out of 100.

5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity the tenderer provides written proof from SARS that the tenderer either has no tax obligations or has made arrangements to meet outstanding tax obligations; the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; and has supplied a certified copy. the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document the financial offer is market related (see Regulations 6(9) and 7(9) of the 8(9) of the Preferential Procurement Regulations 2017): the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; the tenderer has not: <ol style="list-style-type: none"> abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect; and the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; the tenderer has a bank rating issued by the tenderer's bank for a contract having a value of the tendered amount and the contract as stipulated in the contract data, of one of the following: <ul style="list-style-type: none"> Undoubted for the amount of enquiry Good for the amount of enquiry Good for the amount quoted if strictly in the way of business Fair Trade risk for amount of enquiry
5.17	<p>The number of paper copies of the signed contract to be provided by the employer is one.</p>
	<p>The additional conditions of tender are:</p> <ol style="list-style-type: none"> The client may cancel a contract awarded to a person if: <ol style="list-style-type: none"> The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person. The client may reject the bid of any person if that person or any of its directors has: <ol style="list-style-type: none"> Failed, during the last five years, to perform satisfactorily on a previous contract with the client or any other organ of state after written notice was given to that bidder that performance was unsatisfactory; Abused the supply chain management system of the entity or have committed any improper conduct in relation to this system; Been convicted of fraud or corruption during the past five years. Willfully neglected, reneged on or failed to comply with any government or other public sector contract during the past five years; or Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on Nation Treasury's database as a person prohibited from doing business with public sector.



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Alterations and Renovations of the Existing Art Gallery

T.2.1 List of returnable documents

1 Documentation to demonstrate eligibility to have tenders evaluated

- Schedule 1: Three contactable references for works of a similar nature
- Annual Financial Statements Declaration.
- A copy of a recent health and safety plan for works of a similar nature or a proposed health and safety plan for the proposed works

Note: Failure to provide these documents will result in the tender not being evaluated

2 Returnable Schedules required for tender evaluation purposes

- Record of Addenda to Tender Documents
- Proposed amendments and qualifications
- Compulsory Declaration
- Preferencing Schedule: Broad Based Black Economic Empowerment Status
- Evaluation Schedule 2A: Key Person Contracts Manager
- Evaluation Schedule 2B: Key Person Site Agent
- Evaluation Schedule 3: Value added by Tenderer
- Schedule 4: Anticipated Employment Schedule
- Schedule 5: Financial Standing

3 Other documents required for tender evaluation purposes

The tenderer must submit the following returnable documents:

- B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS) or, in the case of an Exempted Micro Enterprise or a Qualifying Small Enterprise, a duly completed sworn affidavit on the relevant form obtained from the DTI website (https://www.thedti.gov.za/economic_empowerment/bee_codes.jsp)
- Suitable annual financial statements for the preceding financial year within 12 months of the financial year end
- A verification certificate from SARS displaying the tenderer's Tax Number and SARS PIN required to verify their good standing.
- A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)

4 Returnable schedules for incorporation into the contract

- Preferencing Schedule: Broad Based Black Economic Empowerment Status
- Evaluation Schedule 2A: Key Person Contracts Manager
- Evaluation Schedule 2B: Key Person Site Agent
- Evaluation Schedule 2C: Key Person Site SHEQ Officer
- Schedule 4: Anticipated Employment Schedule

5 The offer portion of the C1.1 Offer and Acceptance

6 C1.2 Contract Data (Part 2)

7 C2.2 Bill of quantities

The Tenderer's attention is drawn to Part 2 of the Contract Data which require the Tenderer to enter a "*direct fee percentage*" and a "*subcontracted fee percentage*." as well a number of cost parameters. Compensation events which result in changes to the Prices are assessed on the basis of Defined Cost (i.e. the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not, as derived from the tendered cost parameters). These *percentages* are applied to components of Defined Cost when making changes to the Prices in terms of the Contract and cover everything that is not included in Defined Cost.

Tenderers need to price these percentages and the cost parameters associated with the Schedule of Cost Components realistically as they will be taken into account when evaluating tender offers – see Tender Assessment Schedule.

Failure to sign the form of offer and acceptance and to provide these percentages and cost parameters in Part 2 of the Tender Data will render the tender "non-responsive".

Record of Addenda to tender documents

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

Attach additional pages if more space is required.

Signed..... Date.....

Name..... Position

Tenderer

Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Compulsory Declaration

The following particulars must be furnished. In the case of a joint venture, separate declaration in respect of each partner must be completed and submitted.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
--	--

Section 3: SARS Information

Tax reference number	
Tax compliance status pin number	
VAT registration number:	<i>State Not Registered if not registered for VAT</i>

Section 4: CIDB registration number

CIDB Registration number <i>(if applicable)</i>	
--	--

Section 5: National Treasury Central Supplier Database

CSD Master Registration Number Attach CSD registration report	
---	--

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|--|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> An employee of the University of Venda |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

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

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

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

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes

☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any employee of the client who are among those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) neither the tenderer or any of its principals has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- ix) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- x) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed _____

Date _____

Name _____

Position _____

Enterprise name _____

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and Tender

all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are making this submission in Joint Venture and hereby authorize Mr/Ms
 , authorized signatory of the company
 , acting in the capacity of lead partner, to sign all documents
 in connection with the tender offer and any contract resulting from it on our behalf.

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

Preferencing schedule: Broad Based Black Economic Empowerment Status

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that *“Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy.”*

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003, including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide proof of B-BBEE status level of contributor in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Proof of B-BBEE status level of contributor

Proof of B-BBEE status level of contributor in the form of an:

- appropriate original or certified completed affidavit downloaded from www.thedti.gov.za/economic_empowerment/bee_codes.jsp; or
- an original or certified copy of a valid verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (www.sanas.co.za/af-directory/bbbee_list.php)

3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status level of contributor	Status level of tenderer (tick relevant level)	Number of preference points	
		90/10 preference points system	80/20 preference points system
Form not completed or non-complaint contributor		0	0
Level 8 contributor		1	2
Level 7 contributor		2	4
Level 6 contributor		3	6
Level 5 contributor		4	8
Level 4 contributor		5	12
Level 3 contributor		6	14
Level 2 contributor		9	18
Level 1 contributor		10	20

4 Declaration

The tenderer declares that

a) the tendering entity is a level contributor as stated in the submitted proof of B-BBEE status level of contributor as at the closing date for submissions

b) the tendering entity has been measured in terms of the following code (tick applicable box):

☐ Generic code of good practice

☐ Other – specify

.....

.....

c) the tendering entity confirms that it will only enter into a sub-contract with the Employer's prior approval and is not permitted to subcontract more than 25% of the total of the prices of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor unless the contract is subcontracted to an Exempted Micro Enterprises which has the capability to execute the contract.

d) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

e) **the tendering entity undertakes to sub-contract minimum 30% of the contract value to qualifying entities that are either Exempted Micro Enterprise (EME) or Qualifying Small Enterprises (QSE) as defined in the preferential Procurement Regulations 2017. The sub-contracting will be in line with NORMAL business practices.**

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the tenderer, confirms that he/she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone:

Fax: Date:

Name of witness: Signature of witness:

Note: 1) Failure to complete the declaration will lead to the rejection of a claim for a preference.

2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

Schedule 1: Contactable client references for the construction of new buildings or renovation of buildings.

The experience of the tenderer as opposed to the key staff members / experts in the **renovation of existing buildings over the last three years** having a contract value of not less than R300 000.00 including VAT needs to be stated in the tabulation below

Contactable reference #1.		Description of main contract / subcontract stating clearly the type of services constructed	Location	Contract /subcontract value inclusive of VAT (Rand)	Completion / practical completion date
Name of organisation:		<input type="checkbox"/> New Buildings <input type="checkbox"/> Renovation	<input type="checkbox"/> Mpumalanga <input type="checkbox"/> Limpopo <input type="checkbox"/> Gauteng <input type="checkbox"/> Northwest <input type="checkbox"/> Northern Cape <input type="checkbox"/> Eastern Cape <input type="checkbox"/> Western Cape <input type="checkbox"/> Kwazulu-Natal <input type="checkbox"/> Free State	<input type="checkbox"/> Subcontract <input type="checkbox"/> Joint Venture <input type="checkbox"/> Main Contract	
Contact Person:					
Telephone:					
Email (if available):					
Contactable reference #2.		Description of main contract / subcontract stating clearly the type of services constructed	Location	Contract /subcontract value inclusive of VAT (Rand)	Completion / practical completion date
Name of organisation:		<input type="checkbox"/> New Buildings <input type="checkbox"/> Renovation	<input type="checkbox"/> Mpumalanga <input type="checkbox"/> Limpopo <input type="checkbox"/> Gauteng <input type="checkbox"/> Northwest <input type="checkbox"/> Northern Cape <input type="checkbox"/> Eastern Cape <input type="checkbox"/> Western Cape <input type="checkbox"/> Kwazulu-Natal <input type="checkbox"/> Free State	<input type="checkbox"/> Subcontract <input type="checkbox"/> Joint Venture <input type="checkbox"/> Main Contract	
Contact Person:					
Telephone:					
Email (if available):					

Contactable reference #3.		Description of main contract / subcontract stating clearly the type of services constructed	Location	Contract /subcontract value inclusive of VAT (Rand)	Completion / practical completion date
Name of organisation:		<input type="checkbox"/> New Buildings <input type="checkbox"/> Renovation	<input type="checkbox"/> Mpumalanga <input type="checkbox"/> Limpopo <input type="checkbox"/> Gauteng <input type="checkbox"/> Northwest <input type="checkbox"/> Northern Cape <input type="checkbox"/> Eastern Cape <input type="checkbox"/> Western Cape <input type="checkbox"/> Kwazulu-Natal <input type="checkbox"/> Free State	<input type="checkbox"/> Subcontract <input type="checkbox"/> Joint Venture <input type="checkbox"/> Main Contract	
Contact Person:			<input type="checkbox"/> Rural <input type="checkbox"/> Urban		
Telephone:					
Email (if available):					
Contactable reference #4.		Description of main contract / subcontract stating clearly the type of services constructed	Location	Contract /subcontract value inclusive of VAT (Rand)	Completion / practical completion date
Name of organisation:		<input type="checkbox"/> New Buildings <input type="checkbox"/> Renovation	<input type="checkbox"/> Mpumalanga <input type="checkbox"/> Limpopo <input type="checkbox"/> Gauteng <input type="checkbox"/> Northwest <input type="checkbox"/> Northern Cape <input type="checkbox"/> Eastern Cape <input type="checkbox"/> Western Cape <input type="checkbox"/> Kwazulu-Natal <input type="checkbox"/> Free State	<input type="checkbox"/> Subcontract <input type="checkbox"/> Joint Venture <input type="checkbox"/> Main Contract	
Contact Person:			<input type="checkbox"/> Rural <input type="checkbox"/> Urban		
Telephone:					
Email (if available):					

Contactable reference #5.		Description of main contract / subcontract stating clearly the type of services constructed	Location	Contract /subcontract value inclusive of VAT (Rand)	Completion / practical completion date
Name of organisation:		<input type="checkbox"/> New Buildings <input type="checkbox"/> Renovation	<input type="checkbox"/> Mpumalanga <input type="checkbox"/> Limpopo <input type="checkbox"/> Gauteng <input type="checkbox"/> Northwest <input type="checkbox"/> Northern Cape <input type="checkbox"/> Eastern Cape <input type="checkbox"/> Western Cape <input type="checkbox"/> Kwazulu-Natal <input type="checkbox"/> Free State	<input type="checkbox"/> Subcontract <input type="checkbox"/> Joint Venture <input type="checkbox"/> Main Contract	
Contact Person:			<input type="checkbox"/> Rural <input type="checkbox"/> Urban		
Telephone:					
Email (if available):					
Contactable reference #6.		Description of main contract / subcontract stating clearly the type of services constructed	Location	Contract /subcontract value inclusive of VAT (Rand)	Completion / practical completion date
Name of organisation:		<input type="checkbox"/> New Buildings <input type="checkbox"/> Renovation	<input type="checkbox"/> Mpumalanga <input type="checkbox"/> Limpopo <input type="checkbox"/> Gauteng <input type="checkbox"/> Northwest <input type="checkbox"/> Northern Cape <input type="checkbox"/> Eastern Cape <input type="checkbox"/> Western Cape <input type="checkbox"/> Kwazulu-Natal <input type="checkbox"/> Free State	<input type="checkbox"/> Subcontract <input type="checkbox"/> Joint Venture <input type="checkbox"/> Main Contract	
Contact Person:			<input type="checkbox"/> Rural <input type="checkbox"/> Urban		
Telephone:					
Email (if available):					

Contactable reference #7.		Description of main contract / subcontract stating clearly the type of services constructed	Location	Contract /subcontract value inclusive of VAT (Rand)	Completion / practical completion date
Name of organisation:		<input type="checkbox"/> New Buildings <input type="checkbox"/> Renovation	<input type="checkbox"/> Mpumalanga <input type="checkbox"/> Limpopo <input type="checkbox"/> Gauteng <input type="checkbox"/> Northwest <input type="checkbox"/> Northern Cape <input type="checkbox"/> Eastern Cape <input type="checkbox"/> Western Cape <input type="checkbox"/> Kwazulu-Natal <input type="checkbox"/> Free State	<input type="checkbox"/> Subcontract <input type="checkbox"/> Joint Venture <input type="checkbox"/> Main Contract	
Contact Person:			<input type="checkbox"/> Rural <input type="checkbox"/> Urban		
Telephone:					
Email (if available):					
Contactable reference #8.		Description of main contract / subcontract stating clearly the type of services constructed	Location	Contract /subcontract value inclusive of VAT (Rand)	Completion / practical completion date
Name of organisation:		<input type="checkbox"/> New Buildings <input type="checkbox"/> Renovation	<input type="checkbox"/> Mpumalanga <input type="checkbox"/> Limpopo <input type="checkbox"/> Gauteng <input type="checkbox"/> Northwest <input type="checkbox"/> Northern Cape <input type="checkbox"/> Eastern Cape <input type="checkbox"/> Western Cape <input type="checkbox"/> Kwazulu-Natal <input type="checkbox"/> Free State	<input type="checkbox"/> Subcontract <input type="checkbox"/> Joint Venture <input type="checkbox"/> Main Contract	
Contact Person:			<input type="checkbox"/> Rural <input type="checkbox"/> Urban		
Telephone:					
Email (if available):					

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

Signed Date

Name Position

Tenderer

Annual Financial Statements Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the respondent, confirms that:

- 1) The enterprise's financial year end is
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:

☐ internally☐ independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]

☐ enterprise has had its financial statements audited;
name of auditor

☐ enterprise is required by law to have an independent review of its financial statements
name of independent reviewer

☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.

[Attach the income statement and the balance sheet contained in the financial statement]
- 6) The annual turnover for the last financial year is R
- 7) The total assets as at the end of the last financial year is R
- 8) The total liabilities as at the end of the financial year is R

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

EVALUATION SCHEDULE 2A: EXPERIENCE OF KEY PERSONNEL: CONTRACT MANAGER

The Contract Manager is the person who takes full responsibility for the delivery of the project, and manages the resourcing, and operations. This person is typically either a director of the company, or reports directly to a director of the company.

The experience of the Contract Manager will be evaluated in relation to the scope of work from three different points of view:

1. General experience and qualifications in relation to the works:

The Contract Manager's qualifications and general career experience should be demonstrated.

2. Knowledge of issues pertinent to the works.

The Contract Manager project experience that relates specifically to similar projects in similar areas or locations should be detailed.

The experience of the Tenderer in similar projects or similar areas and conditions in relation to the required works as described in the scope of work **over the last five years** will be evaluated.

A CV of the key person of **not** more than 3 pages should be attached to this schedule.

Each CV should be structured under the following headings:

- 1 Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations (Attach copies of each)
- 3 Name of current employer and position in enterprise
- 4 Overview of work experience (year, organization and position)
- 5 Outline of recent experience that has a bearing on the scope of work

The scoring of the experience of the Contract Manager will be as per the set functionality criteria stipulated before.

The contract manager's CV as well as this schedule should be signed by both the Tenderer and the contract Manager.

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Contract Manager:

Name

Signature

Date

Tenderer:

Name

Signature

Date

Tenderer Position: _____

EVALUATION SCHEDULE 2B: EXPERIENCE OF KEY PERSONNEL: SITE AGENT

The **Site Agent** is the person appointed by the contractor to take full responsibility for the daily operations on site, and manages all resources, plans the day-to-day operations and ensures the quality of workmanship meets the specifications. The Site Agent is also the person who takes instruction from the Project Manager and is the contact point for communications between the contractor and the Project Manager and employer. The experience of the Site Agent will be evaluated in relation to the scope of work from three different points of view:

1. General experience and qualifications in relation to the works:

The Site Agent's qualifications and general career experience should be demonstrated.

2. Knowledge of issues pertinent to the works:

The Site Agent's project experience that relates specifically to similar projects in similar areas or locations should be detailed.

The experience of the Tenderer in similar projects or similar areas and conditions in relation to the required works as described in the scope of work **over the last five years** will be evaluated.

A CV of the key person of **not** more than 3 pages should be attached to this schedule.

Each CV should be structured under the following headings:

- 1 Personal particulars:
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations (Attach copies of each)
- 3 Name of current employer and position in enterprise
- 4 Overview of work experience (year, organization and position)
- 5 Outline of recent experience that has a bearing on the scope of work

The scoring of the experience of the Site Agent will be as per the set functionality criteria as stipulated before:

The site Agent's CV as well as this schedule should be signed by both the tenderer and the site agent.

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Site Agent:

Name

Signature

Date

Tenderer:

Name

Signature

Date

Tenderer Position: _____

EVALUATION SCHEDULE 2C: EXPERIENCE OF KEY PERSONNEL: SITE SHEQ OFFICER

The **Site SHEQ Officer** is the person appointed by the contractor to take full responsibility for the daily occupational health and safety issues on site, and manages safety issues, plans the day-to-day operations and ensures the operations runs smoothly in line with the OHS Safety Regulations and Acts. The Site Agent is also the person who advises the Site Agent and the Contract Manager on OHS and safety issues will be evaluated in relation to the scope of work from three different points of view:

1. General experience and qualifications in relation to the works:

The Site SHEQ Agent's qualifications and general career experience should be demonstrated.

2. Knowledge of issues pertinent to the works:

The Site Agent's project experience that relates specifically to similar projects in similar areas or locations should be detailed.

The experience of the Tenderer in similar projects or similar areas and conditions in relation to the required works as described in the scope of work **over the last five years** will be evaluated.

A CV of the key person of **not** more than 3 pages should be attached to this schedule.

Each CV should be structured under the following headings:

1. Personal particulars:
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations (Attach copies of each)
3. Name of current employer and position in enterprise
4. Overview of work experience (year, organization and position)
5. Outline of recent experience that has a bearing on the scope of work

The scoring of the experience of the Site SHEQ Agent will be as per the set functionality criteria stipulated before:

The site Agent's CV as well as this schedule should be signed by both the tenderer and the site agent.

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Site SHEQ Agent:

Name

Signature

Date

Tenderer:

Name

Signature

Date

Tenderer Position: _____

Schedule 4: Anticipated Employment Schedule

The tenderer is to provide anticipated employment generation that the tenderer anticipates for the execution of the Contract both in terms of number of persons and total person days for each category provided. The number of personnel should include the personnel employed by sub-contractors.

Number of persons planned to be employed														
Occupational Category	Total		Adult				Youth				Disabled			
			Female		Male		Female		Male		Female		Male	
	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days
Clerical														
Labourer														
Managerial														
Semi-skilled														
Skilled														
Supervisor														
Total														

Note:
 - Each person may only be counted once. If a person falls into more than one category, disabled persons take preference, then youth, then adults.
 - The Tenderer must include all occupational categories that are required for the project (Clerical, Labourer, Managerial, Semi-skilled, Skilled and Supervisor).

Definitions for each target group are included in the Part C3 Scope of Work, Section 2.0

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Schedule 5: Tenderer's Financial Standing

The Tenderer is required to provide information necessary for the Employer to evaluate the Tenderer's financial standing.

The Tenderer is requested to provide the following details of its banker and bank account that it intends to use for project, in order for the Employer to obtain a Bank Rating for the value tendered and over the envisaged contract period.

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Name of contact person (*at bank*):

Telephone number: Facsimile number:

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

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

Tender Assessment Schedule (NEC3 ECC – Main Option B)

Tenderers are required to tender a total of Prices and a percentage for overheads and profit added to Defined Cost for people and a percentage for overheads and profit added to other Defined Cost. The NEC3 Engineering and Construction Short Contract defines Defined Cost and requires any additions or omissions to the contract and compensation events to be based on the effect of the addition, omission or event on Defined Cost i.e. the effect on people employed by the Contractor, Plant and Materials, work subcontracted by the Contractor and Equipment. The tendered percentages for overheads and profit are added to Defined Cost in order to establish the changes in the Prices. It is therefore important to assess the potential impact of these percentages on the final Price of the contract and to encourage tenderers to tender realistic percentages. This is best achieved by reducing tenders to a common base in terms of this Tender Assessment Schedule.

The parameters tendered in the Contract Data by the *Contractor* are to be reduced to a common base for comparative purposes as follows:

Tendered total of the Prices (from Summary to Bill of Quantities) R..... ①

Employer's assumption regarding the quantum of compensation events for tender evaluation purposes:

Assumed value of compensation events:

= 15 % of Tendered total of the Prices

= $15 / 100 \times$ ① = R..... ②

Assessing the impact of the tendered fee percentages in the contract data associated with compensation events

= assumed value of compensation events $\times (0,50 \times p1 + 0,50 \times p2)$

= ② $\times (0,50 \times \dots / 100 + 0,50 \times \dots / 100)$ = R..... ③

Where $p1$ = direct fee percentage

$p2$ = subcontracted fee percentage

Assessing the impact of the tendered fee cost parameters in the contract data associated with the compensation events

Employer's estimates of the impact of tendered parameters on Defined Cost for comparative purposes:

1	2	3	4	5
Subcomponent	Estimated percentage of 2	Tendered percentages (from Contract Data: Part 2 – Data provided by the Contractor)	Adjustment	
			Calculation	Rand (Amount)
Equipment ex published lists element	5%	Percentage for adjustment for Equipment in the published lists + / - %	2 x column 2 / 100 x column 3 / 100	
People	20%	Percentage for people overheads%		
Total 1 3				

Comparative offer for tender evaluation purposes

$$= \textcircled{1} + \textcircled{3}$$

..... +

= R.....

University of the Venda, Thohoyandou Alterations and Renovations of the Existing Art Gallery

C1.1 Form of Offer and Acceptance

Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of works as described in Part 1 of the Contract Data.

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 authorised, 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 for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words).....
.....Rands;

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name of
Witness

Signature Date

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 Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two (2) weeks of receiving an appointment letter or completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer's* agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, **this agreement comes into effect on the date when the tenderer receives an appointment letter or one fully completed original copy of this document, including the Schedule of Deviations (if any).** Unless the tenderer (now *Contractor*) within five (5) working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s) _____ Date: _____

Name(s) _____

Capacity _____

for the Employer University of the Venda, Private Bag X5050, **THOHOYANDOU**, 0950

(Insert name and address of organisation)

Name of Witness _____

Signature(s) _____ Date: _____

Schedule of Deviations (Should the space not be sufficient please attach additional page behind this page).

1 Subject
Details
.....
.....
.....

2 Subject
Details
.....
.....
.....

3 Subject
Details
.....
.....
.....

4 Subject
Details
.....
.....
.....

5 Subject
Details
.....
.....
.....

By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

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

University of the Venda, Thohoyandou

Alterations and Renovations of the Existing Art Gallery

Part C1.2 Contract Data

The Conditions of Contract are the NEC3 Engineering and Construction Contract (Third edition of June 2005 with amendments June 2006 and April 2013) published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008). (Amendments made since the publication of the First Edition of June 2005 may be downloaded from <https://www.neccontract.com/getmedia/b78e52ca-a375-44dc-8098-e86499503213/OptionB.pdf.aspx>)

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Contract which requires it.

Part one - Data provided by the *Employer*

1 General

The *conditions of contract* are the core clauses and the clauses for Main Option

B: Priced contract with bill of quantities

W1: Dispute resolution procedure – Arbitration

X1: Price-Adjustment for inflation – Not applicable for this contract

X2: Changes in the law

X5: Sectional Completion

X7: Delay damages

X13: Performance Bond

X16: Retention

X17: Low performance damages

Z: *Additional conditions of contract*

of the NEC3 Engineering and Construction Contract (June 2005)

10.1 The *Employer* is the University of the Venda as represented by the **Head of Supply Chain Management** .

Name: Mr.CXS Ben-Mazwi
Address: University Road,
 Thohoyandou,
 Limpopo Province
Email: xhanti.benmazwi@univen.ac.za

10.1 The *Project Manager* is:
 Name: KMS Architects (Pty) Ltd

Address: Kruger Park Office Park, Unit no. 7, 100 Marshall Street,
Polokwane, 0699
Tel: 015 590 0995
Fax: 086 767 8079
Email: admin@kmsarch.co.za
p.kagori@kmsarch.co.za
r.masia@kmsarch.co.za

10.1

The *Supervisor* is:

Name: KMS Architects (Pty) Ltd
Address: Kruger Park Office Park, Unit no. 7, 100 Marshall Street,
Polokwane, 0699
Tel: 015 590 0995
Fax: 086 767 8079
Email: admin@kmsarch.co.za
p.kagori@kmsarch.co.za
r.masia@kmsarch.co.za

The actions of the Supervisor relating to the notification of tests and inspections and their results (clause 40.2), the watching of tests (clause 40.3), the undertaking of tests and inspection before delivery (clause 40.5), the notification of the outcome of tests (clause 41.1), instructions to search for defects (clause 42.1), notification of defects (clause 42.2), issuing of defect certificates, are delegated as follows:

Architects

KMS Architects (Pty) LTD
P. O. Box 1206
POLOKWANE
0700

Kruger Park Office Park, Unit no. 7
100 Marshall Street
POLOKWANE
0699

Tel: (015) 590 0995
Fax: 086 767 8079
Email: admin@kmsarch.co.za
p.kagori@kmsarch.co.za
r.masia@kmsarch.co.za

Civil Engineers

Endecon Ubuntu (Pty) Ltd Engineering Consultants
P.O. Box 477
FAUNA PARK
0787

128 Suid Street
POLOKWANE
0699

Tel: (015) 291 3363
Fax: 086 662 9244
Email: lufuno@endecon.co.za

Structural Engineers

Endecon Ubuntu (Pty) Ltd Engineering Consultants
P.O. Box 477
FAUNA PARK
0787

128 Suid Street
POLOKWANE
0699

Tel: (015) 291 3363
Fax: 086 662 9244
Email: willie@endecon.co.za

Mechanical Engineers

Muteo Consulting
P O Box 6196
POLOKWANE
0700

39 Grobler Street
POLOKWANE
0699

Tel: (015) 291 4065
Fax: (015) 291 4043
Email: londanim@muteo.co.za

Electrical Engineers

Muteo Consulting
P O Box 6196
POLOKWANE
0700

39 Grobler Street
POLOKWANE
0699

Tel: (015) 291 4065
Fax: (015) 291 4043
Email: vonanif@muteo.co.za

Quantity Surveyors

KC Maiwashe &
Associates
P.O. Box 3102
POLOKWANE
0700

No. 130 Suid Street
POLOKWANE
0699

Tel: (015) 291 1163
Fax: (015) 291 1142
Email: khathu@kcmqs.co.za
tinyiko@kcmqs.co.za

Occupational Health and Safety

University of Venda
Private Bag X5050
THOHOYANDOU
0950

Mphephu Drive
Opposite Khoroni Hotel
THOHOYANDOU
0950

Tel: (015) 962 8501
Fax: (015) 962 8222
Email: Thabelo.Makanise@univen.ac.za

Landscaping, vegetation
and Environmentalist

N/A

Environmental Consulting

N/A

11.2(3) The *completion date* for the whole of the *works* is **two (2) months from the starting date**.

11.2(9) The *key dates* and the *conditions* to be met are:

Condition to be met***key date***

- 1 Complete Alteration and Renovation of existing
building works

Two (2) months from starting date

11.2(13) The **works** are the alterations and renovations of existing **UNIVEN Art Gallery**.

11.2(14) The following matters will be included in the **Risk Register**

- 1 Potential Health Outbreak.
- 2 Potential Health Epidemic.
- 3 Potential Health Pandemic.
- 4 Potential strike by students.
- 5 Non-payment of domestic sub-contractors and labourers by contractor.
- 6 Non-payment of Nominated / Selected sub-contractors by contractor.
- 7 The location of underground power and water supply and drainage on site is not known.
- 8 The location of underground power and water supply and drainage on site is not known.

11.2(15) The **boundaries of the site** are shown in the Site Information.

11.2(16) The Site Information is in Part C4: Site Information

11.2(19) The Works Information is in Part C3: Scope of Work

12.2 The **law of the contract** is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

13.1 The **language of this contract** is English

13.3 The **period for reply** is two (2) weeks

2 The Contractor's main responsibilities

No data is required for this section of the *conditions of contract*.

3 Time

30.1 The **access dates** to the whole of the works **within two weeks** of the **starting date**.

31.1 The *Contractor* is to submit a first programme for acceptance **within two weeks** of the **starting date**

31.2 The **starting date** is **two weeks** after the Contractor receives a letter of appointment from the client, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance. The original fully completed document may be handed over to him later **BUT** will have all schedule of deviations (if any) as contained in the Form of Offer and Acceptance and captured in the letter of appointment.

32.2 The *Contractor* submits **revised programmes** at intervals no longer than **5 weeks**.

4 Testing and Defects

42.2 The **defects date** is **12 weeks** after Completion of the whole of the works except that the defects date for the electrical and mechanical systems is 52 weeks

43.2 The **defect correction period** is **two weeks** except that the **defect correction period** for **plumbing and electrical work** is **two days**

5 Payment

50.1 The *assessment interval* is monthly.

51.1 The *currency of this contract* is the South African Rand.

51.4 The interest rate on late payment is the prime lending rate.

6 Compensation events

60.1(13) The place where weather is to be recorded is at the nearest South African Weather Bureau station to the

Site.

The *weather measurements* to be recorded for each calendar month are

- 1) the cumulative rainfall (mm)
- 2) the number of days with rainfall more than 10 mm
- 3) the number of days with minimum air temperature less than 0 degrees Celsius
- 4) the number of days with temperatures above 35 degrees Celsius

The place where weather is to be recorded (on the Site) is **UNIVEN Existing Art Gallery** site.

The *weather data* are the records of past *weather measurements* for each calendar month which were **recorded at the University of Venda or closest area** as recorded by the SA Weather Bureau.

7 Title

No data is required for this section of the *conditions of contract*.

8 Risks and insurance

82.1 The Employer provides these insurances:

The Employer has insured itself against the acts and omissions of persons acting on its behalf and its students and staff are insured during the course and scope of the Employer's business. The Employer's maximum liability will be limited, whether for a single or multiple event, to the extent of its insurance cover herein.

82.1 The Contractor provides these insurances:

- 1 The Contractor must insure itself against liability arising out of or due to its fault or the fault of any of its employees, agents, associates or other persons acting on its behalf. Such coverage must be on terms satisfactory to and in an amount considered appropriate by **the Client's Insurance** Brokers. The Service Provider must provide proof to the satisfaction of the **Client** that such insurance cover has been taken out.
- 2 Loss or damage to equipment for a sum sufficient to provide for their replacement.
- 3 Loss or damage to Plant and Materials which are outside of the working areas and which are marked by the Supervisor for the contract in accordance with the provisions of the contract sufficient to cover their replacement.
- 4 Public Liability to the Sum of **R 20 million**.
- 5 Replacement cost to the Sum of **Contract sum + 20%**.

9 Termination

There is no Contract Data required for this section of the *conditions of contract*.

10 Data for main Option clause

B Priced contract with bill of quantities

60.6 The *method of measurement* is stated in Part C2.1: Pricing Assumptions

11 Data for Option W1

W1.1 The *Adjudicator* is the person selected by the Parties in terms of the relevant Z Clause from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).

W1.2(3) The *adjudicator nominating body* is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).

W1.4(2) The *tribunal* is arbitration

W1.4(5) The *arbitration procedure* is as set out in the Rules for the Conduct of Arbitrations Fifth Edition 2005 published by the Association of Arbitrators (Southern Africa)

The place where arbitration is to be held is Johannesburg, or anywhere as chosen by the arbitrator.

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the *arbitration procedure* does not state who selects an arbitrator, is the Chairman of the Association of Arbitrators (Southern Africa)

12 Data for secondary Option clauses

X1 Price Adjustment for inflation

CALCULATION OF ADJUSTMENT

1. The adjustment for price inflation should be calculated based on the latest Construction Material Indices P0151.1 as issued by the Department of Statistics South Africa. The principal agent shall calculate an adjustment amount for each valuation period in respect of each work group by the application of the formula:

$$A = 0.85 \times V \left(\frac{X_e}{X_o} - 1 \right)$$

Where: A = the **adjustment amount**
0.85 = a constant which provides for a 15% non-adjustable element.
V = the **work value** in such **work group** and the **valuation period**.
Xe = the value of the **index** applicable to such **work group** and the **valuation period** for the calendar month during which the **payment certificate** is dated.
Xo = the value of the **index** applicable to such **work group** for the **base month**.

2. The adjustment amount shall be:

- 2.1 Shown separately in a statement supporting a **payment certificate** issued according to the agreement
- 2.2 the net amount to be added to or deducted from the **contract value**
- 2.3 Inclusive of work carried out by nominated or selected subcontractors, which shall be irrespective of whether or not the **agreement** provides for a cash discount to the **contractor** in respect of any amounts due. **Adjustment amount** payment to such subcontractors shall not be subject to any such discount.
- 2.4 Subject to the same conditions in respect of retention, any other form of security or any other monies due to or from the **contractor** in terms of the **agreement**.

3. The non-adjustable elements of the formula represent the portion of the works for which the **contractor** carries risk of inflation.

4. UNFIXED MATERIALS

- 4.1 The value of unfixed materials included in a payment certificate shall be:
- 4.1.1 Allocated to work groups
- 4.1.2 Added to the work value in the same work group
- 4.1.3 Adjusted by application of the formula
- 4.2 Any unfixed materials valued at current rates shall not be subject to adjustment

5. AVERAGING OF INDICES

5.1 Should any interval between consecutive payment certificates include more than one index value following last one used for the earlier payment certificate, the adjustment amount shall be calculated using the average of all such index values for each work group.

X2 Changes in the law

No data is required for this Option

X5.1 The completion date for each section of the works is:
N/A

X5 & X7 Sectional Completion and delay damages used together

X7.1 Delay damages for late Completion of the sections of the works are:

N/A

X13 Performance bond

X13.1 The form of the performance bond is in the form set out in the document 1.3 Securities: Performance Bond

The amount of the performance bond is **7.5%** of the total of Prices in the Form of Offer and Acceptance.

X16 Retention

X16.1 The retention free amount is R0.00.

The retention percentage is **5.0 %**

X17 Low performance damages – N/A

X17.1 In the event that the Contractor fails to substantiate that any failure to achieve the Contract Participation Goal specified in the Scope of Work was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor pays to the Employer a financial penalty calculated in the following manner:

$$P = 0,15 \times \frac{(D - D_0)}{(100)} \times N_A$$

where D = the Contract Participation Goal specified in the Scope of Work.
D₀ = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the Contract.

N_A = Net Amount

P = Rand value of penalty payable

X17.1 In the event that the Contractor damages any **services supply, roads, and buildings etc.** that will need repair, the low performance damages will be based on the value as calculated by the **Project Manager** and the **Supervisor** supported by detailed breakdowns.

Z Additional conditions of contract

The *additional conditions of contract* are:

Z1 Tax invoices

The Contractor's invoice.

The Contractor submits his valid tax invoice within one week after receiving a payment certificate from the *Project Manager* in terms of clause 51.1.

Change the payment period to thirty (30) days from receipt of invoice and all other documentation required by the *Project Manager*.

Where the Contractor does not submit his valid tax certificate within the time required:

- the period within which payment is made in terms of clause 51.2 and
- the time allowed in clause 91.4

Are extended by the length of time from the date when the Contractor should have submitted his valid tax invoice to the date when he does submit it.

Z2 Communications

Add to the end of the first sentence in core Clause 13.1:

“excluding communication by a communications protocol allowing the interchange of short text messages between mobile telephone devices”

Z3 Selection and appointment of the *Adjudicator*

A Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za) whose availability to act as the *Adjudicator* the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator*. The Parties appoint the selected *Adjudicator* under the NEC3 Adjudicator's Contract, June 2005.

Z4 Notification of a compensation event

Replace “eight weeks” in clause 61.3 with “four weeks”.

Z5 Acts or omissions by mandatories

In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the *Contractor* hereby agrees that the *Employer* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Contractor* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Contractor* contemplated in section 37(2).

Z6 Insurance claims

In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the *Employer* the *Contractor*:

- a) in addition to any statutory requirement or other requirements contained in the contract immediately notifies the *Employer's* Insurance Brokers and the *Project Manager* giving the circumstances nature and an estimate of the loss or damage or liability.
- b) completes a Claims Advice Form available from the Insurance Brokers to whom the form is returned without delay and provides a copy of such claim to the *Project Manager*.
- c) negotiates the settlement of claims with the Insurers through the *Employer's* Insurance Brokers and when required to do so obtains the *Employer's* approval of such settlement.

The *Employer* and Insurers have the right to make all and any enquiries on the Site or elsewhere as to the cause and results of any such occurrence and the *Contractor* co-operates in the carrying out of such enquiries.

Z7 Insurance cover taken out by the Contractor

Insurance cover which the *Contractor* is required to take out in terms of the contract shall contain terms acceptable to the *Employer's* insurance broker. A reason for not accepting the cover is that it does not comply with the contract.

Without detracting from the liability of the *Contractor* as set out in this Contract, the *Contractor* must at all times while this Contract is in force maintain insurance cover satisfactory to the *Employer's* insurance brokers, including professional indemnity and public liability insurance which adequately insures against all the liabilities imposed by this Contract.

Before starting work under this Contract, the *Contractor* shall be fully insured against loss or damage to the *Contractor's* vehicles, tools and any other Equipment owned or operated by the *Contractor*.

The *Contractor* shall forward proof of its insurance cover specified in this Contract to the *Employer* on or before the *start date* and thereafter the terms shall not be altered without the consent of the *Employer*. Proof of payment of premium on the policy shall be furnished to the *Employer*. This clause shall not limit the *Contractor's* right to source and transfer cover to another insurance company acceptable to the *Employer* along similar lines to those agreed between the Parties, provided that the *Contractor* shall notify the *Employer* at least 30 (thirty) days before effecting such change.

The *Contractor* shall ensure each sub-contractor is insured against the sub-contractor's corresponding liabilities.

Insofar as either Party is liable in law therefore, the Parties' have insured themselves against the acts and omissions of persons acting on such Party's behalf and the Parties' registered students and staff are insured during the course and scope of their registered courses and within the scope of the Parties' business. Wits' maximum liability will be limited, whether for a single or multiple event, to the extent of its insurance cover

Z8 Transfer of rights

The *Employer* owns the *Contractor's* rights over materials prepared by the *Contractor* for this contract, unless otherwise stated in the Works Information. The *Contractor* obtains other rights for the *Employer* as stated in the Works Information and obtains from a Subcontractor equivalent rights for the *Employer* over material prepared by the Subcontractor. The *Contractor* provides to the *Employer* the document which transfers these rights to the *Employer*.

Z9. Design: Schedule of cost components and shorter schedule of cost components

Delete clause **5 Manufacture and fabrication** and clause **6 Design**

Replace 11.2(22) with:

Defined Cost is the:

- cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not, and
- the amount paid to Subcontractors for the manufacture and fabrication of Plant and Materials which are wholly or partly designed specifically for the works and manufactured or fabricated outside the Working Areas, and cost of design of the works and Equipment done outside the Working Areas

excluding the cost of preparing quotations for compensation events

Z10. Retention

Replace the last paragraph in X16.2 with the following:

The amount retained remains at this amount until the Defects Certificate has been issued for works other than the electrical and mechanical systems of the works identified in the Package Order. This amount is halved in the next assessment after the issuing of such Defects Certificate and remains the same until the Defects Certificate for the identified electrical and mechanical system has been issued. No amount is retained in the assessments made after the last Defects Certificate has been issued.

Z11. Compensation Event

Change the 0.5% in clause 60.4 to 20%.

University of the Venda, Thohoyandou Alterations and Renovations of the Existing Art Gallery

Part C1.2 Contract Data

The Conditions of Contract are the NEC3 Engineering and Construction Contract (Third edition of June 2005 with amendments June 2006 and April 2013) published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008). (Amendments made since the publication of the First Edition of June 2005 may be downloaded from <https://www.neccontract.com/getmedia/b78e52ca-a375-44dc-8098-e86499503213/OptionB.pdf.aspx>)

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Contract to which it mainly applies.

Part two - Data provided by the *Contractor*

10.1 The *Contractor* is (Name):
Address
Tel No.
Fax No.
Email

11.2(8) The *direct fee percentage* is..... %
The *subcontracted fee percentage* is..... %

11.2(18) The *working areas* are the Site.

11.2(14) The following matters will be included in the Risk Register (**Should the space not be sufficient please attach additional page behind this page**).

B Priced contract with bill of quantities

11.2 The bill of quantities is in Part C2.2: Bill of Quantities

11.2(31) The tendered total of the Prices is in Part C1.1 Form of Offer and Acceptance

Data for the Shorter Schedules of Cost Components (SSCC)

41 in
SSCC

The percentage for people overheads is%



21 in
SSCC

The published list of Equipment is the last edition of the list published by the Contractor's Plant Hire Association in their publication Hire SA in Africa (tel: 011-293-7457)

The percentage for adjustment for Equipment in the published list is% (state plus or minus)

Part C1.3 Securities: Performance bond (for use with Option X13)

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee)

[Insert Contractor's name and registered address]

Bank reference No.

Date:

Dear Sirs,

Performance Bond – Demand Guarantee for [insert name of Contractor] required in terms of contract [insert Contractor's contract reference number or title]

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1	"Bank" means	[Insert name of Bank, Branch (if applicable) and Registration Number]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to providing the <i>works</i> , entered into between the <i>Employer</i> and the <i>Contractor</i> , on or about the day of 20... (Insert Contract Reference No.) as amended, varied, restated, novated or substituted from time to time;
1.4	"Contractor" means	(insert name of Contractor) , a company registered in accordance with the laws of the Republic of South Africa under Registration No (insert registration number) .
1.5	"Employer" means	(insert name of Employer)
1.6	"Expiry Date" means	the earlier of <ul style="list-style-type: none"> the date that the Bank receives a notice from the Employer stating that Completion has been achieved and all notified Defects within two months of Completion have been corrected, or the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the <i>Employer</i>.
1.7	"Guaranteed Sum" means	the sum of R.....(in figures) andin words
1.8	"works" means	[insert details from Contract Data part 1]

2. ***At the instance of the Contractor, we the undersigned***_____

and_____, ***in our respective capacities***

as_____ ***and*** _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the Employer as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the Employer, on written demand from the Employer received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

- be signed on behalf of the *Employer* by a director of the *Employer*;
- state the amount claimed ("the Demand Amount");
- state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:

- is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

5. The Bank's obligations in terms of this Guarantee:

- shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be **delayed**, by the fact that a dispute may exist between the *Employer* and the *Contractor*.

6. 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 our 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.

7. 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 Bank of such cession.

8. This Guarantee:

- shall expire on the Expiry Date until which time it is irrevocable;
- is, save as provided for in 7 above, personal to the *Employer* and is neither negotiable nor transferable;
- shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 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;
- will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.

9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank’s Address.

Signed at _____ on this _____ day of _____ 20

For and on behalf of the Bank

Bank Signatories(s)	
Name(s) (printed)	
Witness(s)	
Bank’s seal or stamp	

C2: Pricing Data

C.2.1 Pricing assumptions (Option B)

C.2.1.1 General

- C.2.1.1.1** The *Contractor* is paid under Option B (Bill of quantities) for completed work i.e. work without Defects. Option B is a re-measurement contract and the bill comprises only items measured in terms of the standard method of measurement using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.
- C.2.1.1.2** The method of measurement is 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 Civil Engineering Standard Method of Measurement – Southern African edition.
- C.2.1.1.3** Use is made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.
- C.2.1.1.4** Information in the Bill of Quantities is not Works Information or Site Information (see clause 20.1 and 55.1). Accordingly, instructions to do work or how it is to be done are not included in the Bill, but in the Works Information as the *Contractor* Provides the Works in accordance with the Works Information. The Bill of Quantities is only a pricing document.
- C.2.1.1.5** The Bill of Quantities needs to be read in conjunction with the drawings identified in the Works Information.
- C.2.1.1.6** In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in the Pricing Assumptions, the latter shall prevail.

C.2.1.1.7 The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.1.2 General assumptions

2.1.2.1 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

2.1.2.2 The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

2.1.2.3 An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*.

2.1.2.4 All Prices in the Bill of Quantities exclude VAT, while the total of Prices reflected in the Form of Offer and Acceptance includes VAT.

C.2.1.3 Compensation events

C.2.1.3.1 The Shorter Schedule of Cost Component *is generally used to assess compensation events*. **Clause 63.13** provides that the rates and Prices in the Bill of Quantities may by agreement be used as a basis for assessment of compensation events instead of Defined Cost.

C.2.1.3.2 The Shorter Schedule of Cost Component establishes what is included and excluded under each component and how cost is assessed.

- C.2.1.3.3** The Site is the area within the boundaries of the site and the volume above and below it which are affected by work included in the contract. This area will comprise locations provided by the *Employer* for the works. The *Contractor* may establish depots or use areas of land for the purposes of the contract which are distant from the Site, e.g, borrow pits or compounds, in which case he should describe such areas in the working area in the Contract Data: Part 2 – Data provided by the *Contractor* (see data associated with clause 11.2(18)). Cost for people, certain charges and Equipment in these areas will be included in the SSCC. If no such areas are described, all work undertaken off site is covered by the Fee.
- C.2.1.3.4** Mistakes which are departures from the rules for item descriptions or division of work into items in the method of measurement, ambiguities or inconsistencies in the Bill of Quantities are compensation events.
- C.2.1.3.5** A difference between the final total quantity of work done and the quantity for an item stated in the Bill of Quantities which delays completion or the meeting of the Condition stated for a Key Date is a compensation event.
- C.2.1.3.6** A difference between the final quantity of work done and the quantity stated for an item in the Bill of Quantities not arising from a change in Works Information is a compensation event if it causes the Defined Cost per unit of quantity to change and the final Price for the item is more than 20% of the total of Prices at the Contract Date.
- C.2.1.3.7** Work associated with any budgetary allowances and prime costs are dealt with as compensation events.
- C.2.1.3.8** Values included in the Bill of Quantities as Provisional Sums are identified as estimated values which are to be subcontracted in accordance with the subcontracting procedures included in the Scope of Works. The value of the Provisional Sum is adjusted according to the agreed subcontracted amount identified through the subcontracting procedures, and agreed with the Employer.

C.2.2 Bill of quantities

**REFER TO VOLUME 2
OF THE TENDER PACKAGE.**

University of the Venda, Thohoyandou Alterations and Renovations of the Existing Art Gallery

C3: Scope of work

1 Description of the works

1.1 Employer's objectives

The **University of Venda** is continuously improving and expanding the facilities on its campus, **University Road, Thohoyandou**.

The University's objectives are **to have Alterations and Renovations of the Existing Art Gallery** for:

- Students
- Deliver improved and expanded facilities in terms of predetermined parameters relating to function, time, cost and quality

1.2 Overview of the works

The scope of works has been developed through a series of consultative and considered exercises to arrive at a design that will advance the development of the **University of Venda**.

1.3 Extent of the works

The works comprises of the **Alterations and Renovations of the Existing Art Gallery**.

1.4 Location of the works

The site is located on the **University of Venda, University Road, Thohoyandou.**

2 Participation of target groups in the performance of the contract

2.1 The contractor shall in the performance of the contract engage targeted enterprises and / or targeted labour in accordance with the provisions of the SANS 10845-Part 8, *Participation of Targeted Labour in contracts*, in the performance of the contract in accordance with the following specification data. (Copies of SANS10845-Part 8 can be obtained from the SABS Store available at <https://store.sabs.co.za/>)

Clause	Data
2.6	The employer's representative is the Project Manager identified in the Contract Data
2.8	Targeted labour is South African citizens who permanently reside within the target areas who do not supervise the work of others and who are recognised as such by members of the community residing within the target area.
2.9	Target Areas The target area 1 are villages and townships within 10km radius from site. The target area 2 is an area that falls within a 50 km radius of their site.
3.1	The following weightings between these target areas applies: <ul style="list-style-type: none">• Target area 1 - 1.0• Target area 2 - 0.8
3.1	Three contract participation goals are to be met for the following target groups: <ul style="list-style-type: none">• 35% for women who permanently reside in the target areas• 15% for youth (between 18 and 35 years of age) who permanently reside in the target areas• 2% for persons with disabilities who permanently reside in the target areas Youth are persons who turn between 18 and 35 years of age during the calendar year. Disabled are persons who receive disability grants from the state. The tenderer shall make every effort to employ persons in such a manner as not to jeopardise any grants that the persons receive following the conclusion of the contract.

2.2 The Contractor shall prepare their Contract participation goal implementation plan (Annex C of SANS10845-Part 8) for the contract within 2 weeks of the *starting date*.

2.3 The Contractor shall prepare the Contract schedule for targeted labour contained in Annex F of SANS10845-Part 8 on a monthly basis, and this shall be attached to each certificate as at the measurement date. Supporting information as required by the Project Manager shall be attached to such a schedule.

3 Procurement

3.1 Scope of mandatory subcontracting works.

- Except for Provisional Sums, there are no mandatory portions to be sub-contracted, however, 30% of the works should be sub-contracted based on the requirements, this should be sub-contracted based on normal sub-contracting agreements and only sub-contractors who are willing to enter into agreements based on normal processes and sub-contracting agreements should be considered.

3.2 Subcontracting procedures

The contractor shall advertise and call for competitive tenders or quotations in respect of each portion of the works that they required to be subcontracted in terms of Section 3.1 of the Scope of Work, in accordance with the *National Treasury Standard for Infrastructure Procurement and Delivery Management*. The Contract Data in the associated procurement documents shall be based on the **NEC3 Engineering and Construction Short Subcontract**, with minimal project specific variations and amendments that do not change their intended usage.

The *Employer* together with the *Contractor* shall evaluate the tenders received in accordance with the provisions of *SANS 10845-Part 3 Standard Conditions of Tender*. The evaluation panel shall comprise equal representatives from the *Employer* and from the *Contractor*.

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.

3.3 Subcontracting for other purposes

The Contractor shall:

3.3.1 Work to be subcontracted

The Contractor may elect to Subcontract portions of the Works, with the exception of the management of the Works.

3.3.2 Approval of subcontractors

Unless accepted otherwise by the **Project Manager**, subcontract only to contractors and suppliers to be mutually agreed between the **Contractor** and **Project Manager**.

3.3.3 Subcontracting procedure

Subcontract in accordance with the following minimum requirements:

3.3.3.1 Subcontract terms and conditions to be used.

Be advised that in order to minimise exposure to adverse risks and assist compliance with the conditions of contract, the Contractor should use only NEC contracts, namely the NEC

- Engineering and Construction Subcontract (ECS), or
- Engineering and Construction Short Contract (ECSC).

3.3.3.2 Preparation of subcontract documents and issue of subcontract tenders

The Contractor is responsible for producing subcontract documentation at his cost. Subcontract tenders shall be issued and controlled by the Contractor. The subcontracting procedure for any subcontracted work outside of that specified in 3.1 above shall be conducted by the Contractor.

3.3.3.3 Receipt, evaluation and adjudication of subcontract tenders, and award of subcontracts.

The Contractor shall undertake all evaluation of offers for work that they wish to subcontract, and upon identification of their preferred subcontractor, shall inform the **Project Manager** of their choice for acceptance (which shall not be unreasonably withheld). The **Project Manager** shall review the proposed submission from the subcontractor, their experience, capacity and capability, and shall notify the Contractor of any potential risks or concerns regarding the subcontractor's appointment within a period of 7 days, failing which acceptance will be deemed to have been granted.

3.4. Human Resources - hiring of labour

The Contractor shall:

3.4.1 Conditions of employment:

When employing people to do work in the Working Areas, use conditions of employment which are not less favourable than those applicable to similar work being carried out on or in the vicinity.

3.4.2 Source / Nationality of labour

Wherever possible use people whose normal place of abode is within a reasonable commuting distance from the Working Area. It must be noted that the Contractor is required to meet the Contract Participation Goal for Targeted Labour stated in the Scope of Work.

3.4.3 Permits to work

Ensure that all people doing work in the Working Areas are in possession at all times of the necessary security / entrance permits, and (national) work permits in the case of non-resident persons.

The contractor should ensure that the workers and all his staff are identifiable by wearing PPE with the Company Logo as well as having entrance cards that are issued by the **University of Venda Protection Services**.

3.4.4 Contractor's risk

Accept that refusal or associated delay or inconvenience in the granting of such permits is a Contractor's risk and will not be compensated for by the Employer. This applies irrespective of any assistance given or procedure imposed by the Employer, or others.

3.4.5 Industrial relations

Maintain an up to date and pro-active stance in the promotion and handling of industrial relations.

4 Works specifications

4.1 General

The Contractor shall only incorporate in the works materials (substances that can be incorporated into the works), products (item manufactured or processed for incorporation into the works), components (products manufactured as distinct units to serve a specific function or functions) and assemblies (set of related components attached to each other) which are:

- a) fit for their intended purpose; and
- b) capable of fulfilling required functions under intended use conditions or when in use, with planned maintenance, under the influence of the environmental actions or a result of a self-ageing process for a period of time within industry accepted norms.

4.2 The construction of elements of the building that are the subject of National Building Regulations shall, unless otherwise indicated on the construction drawings or elsewhere specified in the Scope of Work, be in accordance with the relevant provisions of the corresponding part of SANS 10400, *The Application of National Building Regulations*.

NOTE: Sub-regulation A14(1)(a) (Construction) of the National Building regulations requires that the construction of any building or element shall be such that the building or element as constructed does not compromise the design intent of any design solution that satisfies the requirements of a functional regulation." This sub-regulation is deemed to be satisfied if such construction satisfies the requirements of the relevant Part of SANS 10400.

4.3 Specification Data for SANS 2001 standards for construction works

4.3.1 The South African National Standards, which can be purchased online from www.sabs.co.za, 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.

4.3.2 There is no variation to the following standards:

- SANS2001-CC1
- SANS2001-CM1
- SANS2001-EM1

4.4 Overview of works

The scope of works has been developed through a series of consultative and considered exercises to arrive at a design that will advance the development of the **University of Venda**.

4.4.1 Art Gallery

This scope of the works entails the Alterations and Renovations of the Existing Art Gallery.

4.4.2 Design of Services

The following design criteria have been adopted:

All the Civil Engineering Services are to be designed and constructed in accordance with the CSIR's Guidelines for Human Settlement Planning and Design Manual - Vol. 2, as well as the applicable SANS/SABS 1200 Specifications.

The Structural Design needs to comply with relevant SANS/SABS Design Codes:

- 0100: Concrete
- 0160: Steel
- 0162: Wood
- 0160: Load

4.5. Site Services

The layouts of the respective services to be constructed are included as per the attached set of drawings.

4.5.1 Superstructures

- Removal of existing timber doors, frames and timber windows and replacing with aluminium doors and windows.
- New timber doors internally.
- New steel door frame for new doors internally.

4.5.4 Wall finishes

- New wall tiles in the bathrooms

4.5.6 Painting

- Paint to existing walls
- Paint to existing and new door frames and doors
- Paint to gates
- Paint to fascia and barge boards

4.5.7 Waterproofing

- Waterproofing to existing concrete roofs.

4.6.1 Procurement:

The Contractor will be required to utilise the procurement procedures stated in 3.2 of this Scope of Work.

5 Management

5.1 General

5.1.1 Environmental Management

The Contractor shall ensure that the requirements of **Environmental Management Plan** contained in this document are adhered in the execution of the works

5.1.2 Quality Control and Plan

The contractor shall provide the Project Manager within two weeks of the *starting date*, the *Contractor's* Quality Plan indicating methods of quality assurance, inspections, signing off / handing over procedures, etc.

The contractor shall prepare a Site Quality Control programme encompassing all aspects of the works, inter alia:

- Quality of the physical works
- Site documentation
- EMP Compliance
- OH&S Compliance and management

The contractor shall demonstrate how Compliance with approved Quality Control Plan will be achieved

5.1.3 Ablutions

The contractor shall provide temporary toilets for the use of the *Contractor* and his workmen and all of his subcontractors, the toilets shall be of chemical type or water borne. The *Contractor* must maintain these toilets in a thoroughly clean and tidy condition all in accordance with the Environmental Management Plan.

5.2 SANS 1921-1 Specification

5.2.1 SANS 1921-1, *Construction and management requirements for works contracts - Part 1 specification*, data is applicable to the works.

5.2.2 The abovementioned South African National Standard 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.

5.2.3 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	There are no requirements for drawings, information and calculations for which the contractor is responsible, save plumbing and electrical as built drawings
4.2.1	The responsibility strategy assigned to the contractor for the works is 'A'.
4.2.2	The Project Manager is KMS Architects (Pty) Ltd, KMS Architects has delegated powers to the consultants as indicated in the Contract Data.
4.3.1	The planning, programme and method statements are to comply with the Contract Data.
4.3.3	The notice period for inspection is 2 working Days
4.12.2	The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer will be advised at a later stage.
4.14.3	The Contractor is required to provide any office accommodation, equipment, and accommodation for site meetings and other facilities for use by the employer and his agents.

4.14.5	The Contractor is required to provide latrine and ablution facilities for his staff and workmen.
4.14.6	There are no requirements for the provision and erection of separate sign boards for consultants and subcontractors.
4.17.3	Services which are known to exist on the site will be shown to the contractor on site.
Variations	
None	
Additional clauses	
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 : C	
b) electricity : C	
Service	Option
	A
	B
	C
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.
	The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of <u>water free of charge</u> for construction purposes only.
	The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and <u>be responsible for costs</u> 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 <u>electricity free of charge</u> 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 <u>costs associated with all electricity</u> consumed.

5.3 Site supervision and management

The Contractor shall provide within two weeks of the *starting date*, or by a later date agreed with the Project Manager, a detailed layout and boundary plan of the agreed Working Areas in compliance with the Environmental Management Plan.

5.3.1 Contractor's Supervision

Provide full and up to date telephone, fax and e-mail contact details for the named key people, stating which of them may be contacted telephonically at any time (in the event of an emergency) throughout the period from the *starting date* to Completion of the whole of the *works*. The contractor shall also provide appropriate contact details for the period from Completion of the whole of the *works* to the issue of the Defects Certificate.

No key persons may be changed without the prior approval from the *Project Manager* and without the substitution of a suitably qualified alternative person.

5.3.2 Contract Management Meetings

Attended by : Contractor(s)
Project Manager
Supervisor
Employer
Site / relevant SHEQ Agent
Other consultant with delegated powers

Chaired by: Project Manager
Purpose: Monitoring of construction progress and programme

Contractor issues
Quality control
Site Instructions
Design
Early warning and compensation events
Frequency: Every two weeks

Progress and Site Inspections

Attended by: Contractors
Project manager
Other relevant consultants with delegated powers
Site SHEQ Agent
Supervisor
Employer

Purpose: Inspect works, progress and quality
Frequency: Every two weeks

Subcontractors may not be present at progress meetings **unless** specifically requested by the *Contractor* or *Project Manager*

5.3.3.1 Maintaining Accounts and records

The Contractor shall assist the Project Manager with each assessment of the amount due by providing information as required by the Project Manager or Quantity Surveyor who has delegated powers within the time periods requested by them.

5.3.3.2 Site Records

Retain on Site and for the *Project Manager's* inspection at any time, daily records of People and Equipment employed within the Working Areas.

The following records are to be kept and maintained on site and be tabled at the fortnightly site meetings:

- Daily labour records including all local labour content including names and ID numbers and physical address and proof thereof.
- Daily plant records.
- Daily rain records.
- Concrete casting records, quantity and position
- Concrete test cubes results
- Compaction test results

5.3.4 Certificates and approvals

The *Contractor* shall be responsible for obtaining the following approval certificates on behalf of the *Employer* before *Completion*:

- Drainage Certificate from the Local Authority.
- A certificate from the appointed Fire Consultant confirming that all fire related reticulation completed is to his satisfaction.
- Ensuring that all the requirements relating to this scope of works are met in order for the occupation certificate to be issued without delay.
- All other required certificates

5.3.5 Media releases and publication of information

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

The *Contractor together* with his subcontractors shall not, without written consent of the *Employer*, cause any statement or advertisement to be printed, screened or aired by the media.

5.3.6 Samples and mock-ups

As and when required by the *Project Manager*, the *Contractor* shall provide samples of materials specified for approval inter alia:

- Plaster samples $\pm 3\text{m}^2$
- Paint samples $\pm 1\text{m}^2$
- Tile samples $\pm 1\text{m}^2$

The samples will be provided at the contractor's costs.

5.4 Construction

5.4.1 Temporary works and Site services

5.4.1.1 Liaison with local authorities

Obtain permission from the relevant authority and pay all deposits fees and charges necessary for the use of public facilities, crossings and any area encroaching on the Working Areas that the Contractor deems necessary for Providing the Works.

5.4.1.2 Advertising rights

Accept that, within the Working Areas, the right to advertise and to conduct any publicity in connection with the Site or the works belongs to the Employer.

5.4.1.3 Barricades

Provide fences, gates access, weather protection and anything else necessary for the security, protection, and safety of the public, Contractor's employees and others.

5.4.1.4 Site Security

A fence will be used to control access in the construction site area. No unauthorized person will be permitted to enter in the barricaded zone

5.4.1.5 Notice boards

The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m high. The exact extent of the details, colour scheme and wording will be provided by the principal agent on the day of the site handover. The board shall be securely fixed to and including a suitable supporting structure of timber or tubular posts and braces.

5.4.1.6 Offices & sheds

Provide, erect, maintain and remove at Completion temporary sheds for storage of materials and Plant

5.4.1.7 Services & facilities

The contractor will be required, apart from his own requirements, to provide the following facilities for use by site personnel of the Employer's Representative:

Main office for the Employer's Representative and meeting room

A furnished main office is to be provided for staff of the Employer's Representative at the Contractor's main camp site.

The office shall comprise:

- Well ventilated room with a total floor area of at least 20m².

- One (1) boardroom table of at least 3.5m x 1.8m with ten (10) chairs.
- All windows and doors of the office shall be lockable and burglar-proofed.

5.4.1.7.1 Water and Electricity

Water and Electricity for the works shall be provided by the Employer at a single point and used by the contractor in line with Option C.

If, in the opinion of the Project Manager there is excessive wastage of either water or electricity, the Contractor will be warned. If the wastage is not rectified immediately a fine will be levied of **R500** per event, which will be deducted from the monthly payment certificate.

5.4.1.7.2 Telecommunication equipment

Telephone and facsimile facilities are to be provided by the Contractor.

5.4.1.8 Protection

The contractor shall provide for the protection of all work for which a defects certificate has not been issued and which is liable to be damaged from any cause, which protection shall include inter alia:

Protection of the works from all storms, inclement weather, exposure to the sun and the removal of water from whatever source from the works.

Note: This item is in addition to the allowance for keeping excavations free of water provided elsewhere

Provision and maintenance of all necessary temporary protection of finished and or existing work liable to be damaged during the progress of the works by properly covering up, isolating, etc as required.

The Contractor shall be responsible for any loss or damage, which may occur and shall make good and or replace at his own expense.

5.5.2 Construction constraints

5.5.2.1 Access, access restrictions, roads

Access to **University of Venda** to perform the works shall be via the **main gate** and strictly in accordance with Access to performing works and services on the **University of Venda** available at the Protection Services.

The Contractor is considered to have fully acquainted himself of the access and other site-related conditions, and to have made all reasonable provisions for working on the site in the pricing of the works.

5.5.2.2 Payment of wages to Contractors' labour

The Contractor or the subcontractor(s) shall not pay his workmen wages on site. Alternative mechanisms shall be used for payment of wages.

5.5.2.3 Site records

Proper records are to be kept and made available for inspection on site for the following:

Rain Fall Duration on site

- Of rainfall in hours
- Total daily rain fall

Temperature

- Daily minimum and maximum temperatures
- Daily hours per day where temperature exceed 35°C

5.5.3 Testing, Completion, commissioning and correction of Defects

5.5.3.1 Completion of the works

The Project Manager and the Supervisor shall inspect the works from time to time and pursuant thereto give the Contractor interpretations and guidance on the standard and state of completion of the works which will be required for the contractor to achieve completion.

When in the opinion of the Contractor, the Works have been satisfactorily completed in accordance with the Works Information and Quality Plan, the Contractor shall notify the Project Manager who shall inspect the Works in terms of the agreement within 7 days of such notice. The Contractor shall correct Defects in terms of the conditions laid out in clause 43 of the NEC3 Engineering and Construction Contract.

5.5.3.2 Certificates required on completion

The Contractor shall forward to the Project Manager the following on completion:

1. Local Authority drainage certificate
2. A certificate from the appointed Fire Consultant confirming that all fire related reticulation is to his satisfaction
3. All spare parts, tools and operating manuals (as built drawings of the Works to be provided)
4. All other certificates as specified elsewhere.

The Contractor is to demonstrate to the Project Manager and the Employers supervisory staff all operating and maintenance requirements.

5.5.3.3 Completion of the works

Prior to certification of completion of the works, the Contractor shall have executed and completed the following to the accepted standards;

- All construction work to be completed and amongst other the following:
- Carpentry works and glazing
- Waterproofing to existing concrete roof
- All windows installed and glazed and fully operational and certificates issued.
- All doors installed including all ironmongery and to be fully operational.
- All keys to be tagged and identified
- Unit(s) section to deep cleaned "ready for occupation/ Employer fit out"
- All statutory signage installed
- All defect(s) that would prevent the section from being used for its intended purpose must be rectified
- The works must be completed in order for the works to be used for its intended purpose
- Any defects after the completion date are to be corrected after "operating times"

Without exception, all aspects of the works and all areas shall be ready for occupation.

5.5.4. The testing and operation of all Plant and services

The **Architects** and **all consultants** with delegated powers are to sign all defects certificates as being completed and defects rectified.

All the notified defects raised at the final inspection that would prevent the use of the works for their intended purpose must have been corrected.

6. Drawings:

Tender Drawings are issued in volume 2 of this document.

7 Title to objects and materials within the site

Earth, stone, gravel and sand, and all other materials existing on, excavated from or obtained by the removal of vegetation or demolition of structures on the site, shall be at the Contractor's disposal in so far as they are required for incorporation into the works.

8 Health and Safety

8.1 The major hazards identified by the Employer are that the works will take place within the **University of Venda** which is in use and will involve students and staff at all times.

8.2 The Contractor shall manage health and safety in accordance with the Employer's Occupational Health and Safety Specification for Construction Works Contracts (see attached).

9 Completion strategy

9.1 The Contractor shall develop a completion strategy to minimize the correction of defects after Completion and to achieve Completion on or before the Completion Date. Such a strategy shall include a systematic approach to ensuring that employees and subcontractors search for defects as the work progresses, programme their work in such a manner that defects are corrected ahead of Completion and sufficient time is allowed for commissioning.

9.2 The completion strategy should be framed around the systematic acceptance and / or testing of materials, plant, workmanship and subsystems as the works proceed in order to address issues ahead of completion and the allocation of tasks to ensure satisfactory completion.

10 Tax invoices

10.1 VAT invoices that are submitted to the Employer shall include the following details:

- **University of Venda VAT No: 439 021 8818**
- **Addressed to:**
 - **University of Venda**
 - **Private BagX5050**
 - **Thohoyandou**
 - **0950**
 - **Attention: Director Facilities Management**
- Contractor details
- Company registration No if applicable:
- Contractor's VAT No:
- Tax Invoice Number:
- Contractor's Banking details for payment
- A statement of Monies received to date and currently claimed

10.2 Original invoices, signed by a member of the Contractor's staff who is duly authorised to do so, shall be submitted to the **Project Manager** or **Quantity Surveyor** (who has delegated powers) for payment purposes.

11 Vendor registration

The Contractor shall complete vendor registration forms before the first assessment date. Such forms shall, as relevant be accompanied by the following documents, where applicable:

- Company registration documents, share certificate and joint venture agreements
- Certified copies of the Identity Documents of directors / managing members
- Tax clearance certificate
- VAT registration certificate
- B-BBEE Certification and B-BBEE Rating Certificate

- Company letter head
- A cancelled cheque of stamped letter from the bank, verifying the banking details

12 Reporting for Project Board Committee

The Project Manager is required to report on projects under their mandate to the Project Board Committee. Various information is needed from the Contractor to ensure that such reporting can be properly conducted.

The following minimum information will be provided by the Contractor, at the frequency required by the Project Manager, or on an ad hoc basis, depending on the Project Manager's reporting requirements.

- Timeframe for implementation
 - Actual Start Date
 - Planned End Date
- Project Construction Timeframe
 - Planned Start Date
 - Actual Start Date
 - Planned End Date
 - Actual End Date
- Direct Jobs planned (average for each period)
 - Total Jobs Planned (entire project)
 - 2020/21
 - 2021/22
 - Project Cost (R) (Contract value)
 - Total Cost of Project Planned (Cost at completion)
- Historical progress on projects currently active (report required at the start of each quarter)
 - Total Actual Spend to end of quarter (R)
 - Total Actual Local Spend to end of quarter (R)
 - Construction Progress up to end of quarter (as a fraction, 0.0 to 0.9)
 - Total Direct Jobs Planned to end of quarter
 - Total Actual Direct Jobs on end of quarter
 - Total Actual Direct Jobs for Youth on end of quarter
 - Total Actual Direct Jobs for Women on end of quarter
 - Total Actual Direct Jobs for the Disabled-on end of quarter
 - Additional Info / Key Challenges
- Progress this Quarter (report required at the end of each quarter)
 - Total Planned Spend for the quarter (R)
 - Total Actual Spend for quarter (R)
 - Total Actual Local Spend for quarter (R)
 - Planned construction progress up to end of quarter (0.0 to 1.0)
 - Actual construction progress up to end of quarter (0.0 to 1.0)
 - Total Direct Jobs Planned for the Quarter
 - Total Actual Direct Jobs on end of quarter
 - Total Actual Direct Jobs for Youth on end of quarter
 - Total Actual Direct Jobs for Women on end of quarter
 - Total Actual Direct Jobs for the Disabled-on end of quarter
 - Additional Info / Key Challenges

These reports will be prepared based on substantiated information that is kept and maintained by the Contractor. All information provided in a report to the Project Manager shall have appropriate substantiating information that can stand up to scrutiny and auditing.



University of the Venda, Thohoyandou Alterations and Renovations of the Existing Art Gallery

C4: Site information

4.1 Site Location

The **University of Venda** is situated in **Thohoyandou** and is approached via the **University Road**.

The University Road Turn off is at four-way robot intersection which connect to a turn off to **Khoroni Hotel Casino Convention Resort**.

Annexure 1: ENVIRONMENTAL MANAGEMENT PLAN (EMP)

1 Introduction

1.1 The site of the proposed **Alterations and Renovations of the Existing Art Gallery** is situated in the University of Venda Campus.

1.2 Although no environmental impact assessment process is necessary for the development, the environment within which the construction is take place is such that environmental management in accordance with a plan is required.

2 Reporting

2.1 The contractor shall develop an internal reporting structure to monitor compliance with this Environmental Management Plan (EMP) in a format agreed with the Supervisor's delegate. Reports shall be generated on a monthly basis and shall include information on the environmental impacts, issues and management and highlight any instances of non-compliance.

2.2 The monthly report shall be consolidated into an end of construction report within two weeks of completion of the whole of the works.

3 Description of the proposed interventions

The nature of the interventions associated with the works is as follows:

- Demolition of structures such as concrete platforms
- The construction of food court facility
- Construction paved areas

4 Resultant Environmental Impacts

The following environmental impacts may arise from the activities listed in 3:

- Removal of some of the vegetation in order to undertake the proposed construction
- Generation of dust
- Generation of construction noise
- Potential contamination of surface water run-off
- Potential contamination of ground water

These environmental impacts can be mitigated by adhering to the measures contained in this EMP.

5 Environmental Management Plan

5.1 The Contractor shall appoint an environmental officer (EO) to ensure that the requirements of the Environmental Management Plan (EMP) are met. The EO shall:

- monitor the contractor's compliance with the EMP on a daily basis
- report findings to the Supervisor's delegate if necessary
- prepare monthly report for the independent environmental auditor; and
- attend relevant project meetings.

5.2 The contractor shall uphold the objectives in the Environmental Management Plan by adhering to the requirements of the following mitigation measures:

TASK	OBJECTIVES	MITIGATION MEASURES
<u>General</u>		
Road network	To ensure that natural areas are not disturbed	The contractor and all sub-contractors shall keep to the existing road network
Identification of suitable area for construction camp	To limit the impact of the construction on the surrounding natural area. Limit the extent of the environmental impact that the construction camp may have.	<ul style="list-style-type: none"> • The site camp shall be within a demarcated area. • The site camp shall be fenced off to ensure that encroachment into the surrounding natural area is avoided. • The contractor and sub-contractors shall locate within the demarcated area their ablution facilities, waste containers, fuel storage areas, laydown areas etc. • No vehicle may be extensively repaired on site. • All effluent waste water shall be effectively disposed of. <p>All temporary structures shall be removed and areas affected by the works rehabilitated on completion of the works.</p>
Protection of the works area	To limit the impact of the construction on the surrounding natural area as well as limit disturbance to the parts of the development that are still in operation	<ul style="list-style-type: none"> • The protected works area will be indicated by the Project Manager • The works area shall be fenced off to ensure that encroachment into the surrounding natural and operations areas are avoided. • Construction staff shall make use only of the provided facilities (such as chemical toilets) • No trespassing of workers into areas outside of what is demarcated shall be permitted
Demolition of existing buildings	To limit the amount of waste that is to go to landfill and new fill material having to be brought in. Ensure that the ground water is not contaminated by dumping inappropriate demolition material.	<ul style="list-style-type: none"> • Appropriate, clean building material may be used for fill material subject to the acceptance of the Supervisor's delegate. (Typical fill items include inside of the trenches under the building platforms and surface beds) • No contaminated materials shall be used as fill or dumped on site in any areas. • The EO shall undertake inspections of all fill areas as and when filling occurs to ensure compliance.

TASK	OBJECTIVES	MITIGATION MEASURES
Fuel storage and dispensing	Ensure that the ground water and the surrounding soil are not contaminated.	<ul style="list-style-type: none"> • The volume of fuel that is to be stored is to be as minimal as possible. • All legal compliance in terms of fuel storage and handling are to be met. All fire safety regulations are to be adhered to. • Fuel storage should be surrounded by adequate bund walls and provided with an impervious surface to contain the full volume of fuel stored in the tank. • The area outside the containment should either be concrete or crusher so that spills can be easily and appropriately cleaned up. • Ensure that there is a spill plan and trained staff to deal with spillages if a substantial amount of fuel is spilled. • All vehicles should be in good working order and leaks such as oil and fuel should be repaired immediately.
<u>Ecological aspects</u>		
Establishment of protect and high sensitive areas	To protect and minimize the loss of natural vegetation.	<ul style="list-style-type: none"> • The EO shall be present on-site during removal of vegetation to ensure that the identified trees and remain protected. • Construction activities shall be restricted to the minimum area necessary. • No construction activities may occur in undisturbed areas. • Damage or trespassing in any of the demarcated areas shall be regarded as an environmental incident and shall be recorded as such.
Management and conservation of soil	<p>To minimize erosion, siltation, compaction and stockpiling.</p> <p>To protect students and staff from falling into open trenches</p>	<ul style="list-style-type: none"> • All trenching for services shall only be done once the services are about to be installed and occur simultaneously. • Services shall be installed and trenches closed immediately. • Rehabilitation of the disturbed areas shall be undertaken immediately after installation of the services has been completed. • Erosion measures shall be established in consultation with the EO and Supervisor's delegate in the rainy season. • Siltation traps shall be established on the downhill slopes if necessary, to prevent additional siltation of the water course • Building material shall be stored in an organized manner, close to the building operations to limit contamination of soil. • Topsoil that may be stripped to get to the appropriate level of the building is to be stockpiled, not more than 1,5m high in an appropriate place determined together with the Supervisor's delegate. • Measures shall be taken to ensure that the topsoil stockpile is not contaminated with building rubble. • The topsoil stockpile shall be hydro-seeded with a suitable seed mix to prevent eroding of the topsoil stockpile. • Disturbed areas shall be rehabilitated as soon as possible to limit erosion.

TASK	OBJECTIVES	MITIGATION MEASURES
Contamination of soil and ground water during construction.	To prevent contamination of soil and ground water.	<ul style="list-style-type: none"> Chemical toilet facilities shall be provided and cleaned regularly. An area shall be designated for all concrete mixing. Such mixing shall take place on an impervious surface. Cut-off drains to contain any contaminated run-off shall be established.
Management and conservation of flora & fauna		<ul style="list-style-type: none"> The trees that were identified in the pre-construction phase shall be protected. All vegetation to be used in the development shall be indigenous and endemic. No plant material may be collected for any reason including firewood, fruit or crops. No birds or animals may be hunted by any means including snares or traps. No collecting of fire wood is permitted
Rehabilitation of disturbed areas after construction	To ensure that the impact of construction is not visible in the long term.	<ul style="list-style-type: none"> All buildings, structures on the site camp shall be removed. Contaminated soil in the storage facilities shall be stripped to the level identified by the EO and Supervisor's delegate and disposed of in the appropriate manner at a landfill site. All waste material shall be removed. Photographs of the site camp before, during and after construction are to be taken at fixed points by the EO and kept on record.
<u>Social aspects</u>		
	To provide facilities such as water and ablution without having a negative impact on the environment during construction activities.	<ul style="list-style-type: none"> Proper hygiene measures shall be established on site. Toilet facilities shall be appropriately placed No "long drop" toilets shall be permitted. Ablution facilities shall be serviced weekly to avoid spillages.
	To prevent damage to the environment as a result of insufficient waste management.	<ul style="list-style-type: none"> Effluents containing oil, grease or other industrial substances shall be collected in a suitable receptacle and removed from the site for disposal at a recognized landfill facility. Skip bins shall be provided for the storage and removal of rubble

TASK	OBJECTIVES	MITIGATION MEASURES
		<ul style="list-style-type: none"> • Dustbins shall be provided for workers to prevent littering • Waste shall be recycled as far as possible. • All refuse and waste shall be disposed of at a registered landfill site. • Burning of waste is not permissible. • The mixing concrete in areas where excess materials could enter the river system shall be avoided. • The contractor shall ensure that concrete residue is contained in a designated area. • The contractor shall ensure that the concrete batch plant (if there is one on site) is protected from the wind to reduce cement sand being dispersed during handling. • The contractor shall regularly check area surrounding concrete mixing area as for potential pollution. • No excess concrete of plaster cement etc, may be dumped on the property but shall be removed as part of the building rubble.
	To ensure that hazardous substances due not pose health threat of cause pollution	<p>The Contractor shall:</p> <ul style="list-style-type: none"> • mark all spillage areas and containers as such. • dispose hazardous waste directly to a registered landfill site. • follow specific instructions on hazardous substances such as minimum and maximum temperatures for storage. • Provide on-site material safety data sheets for chemicals and hazardous substances on site at all times. • develop a risk specifically developed for the storage of all hazardous materials and implement safety measures stated therein area and skip bins • strategically locate dustbins and skip bins and empty them daily. • transport all waste in trucks covered by tarpaulins to ensure no loss of rubbish during transportation.
Traffic	To limit risk to the environment as well as the users of the site	<ul style="list-style-type: none"> • Construction vehicles shall be restricted to speeds of no more than 30km per hour on the University of Venda. • Construction vehicles shall be restricted to one access route so as to have least impact on surrounding environment.
Fire Management	To avoid fires that could potentially get out of control and destroy the surround areas and injure staff.	<p>The Contractor shall</p> <ul style="list-style-type: none"> • conduct fire prevention talks. • ensure adequate firefighting equipment on site and in all major working areas • service and maintain all fire equipment in working order at all time. • Not permit cooking facilities on site. • not permit open fires on site unless within the demarcated construction area and related to a construction activity within a controlled area. • ensure that workers on site know the proper procedure in the incidence of fire on site. • Not permit smoking on site outside of the construction camp.

TASK	OBJECTIVES	MITIGATION MEASURES
Ambient noise levels		<ul style="list-style-type: none"> • Excess noise and unsocial behavior shall be prevented. • All vehicles shall be equipped with a silencer to the exhaust system. • Safety measures that generate noise shall be adjusted to an acceptable level. • Workers shall be equipped with appropriate noise protection equipment.
Security	To prevent increased crime in areas and loss of materials.	<ul style="list-style-type: none"> • The construction site shall be secured. • No unauthorized access shall be allowed to the construction site. • Working hours shall be strictly enforced:

5.3 The Environmental Control Officer shall report all recorded environmental incidents to the Project Manager and the Supervisor's delegate within 24 hours.



University of Venda
Creating Future Leaders

Annexure 2: Access to and performing works and services on the Univen Art Gallery

(June 2017)

Contents

Access to and performing work on the UNIVEN Art Gallery

1 Scope

This specification establishes requirements for a Contractor, his Subcontractors and suppliers

- a) relating to the accessing of the **University of Venda** including the restriction of movement to authorized work areas to work, charges for ID cards, conditions relating to access; points of access, the normal business hours of and the period when no access whatsoever is permitted to the **University of Venda**;
- b) hours of work on, vehicles and equipment brought onto, traffic and parking rules within and the management of the work and services performed on **the University of Venda**; and
- c) The use of water and electricity.

2 Definitions

Contractor: a party to the contract other than the **University of Venda**, and its Agents.

Subcontractor: a person or organization who has a contract with the Contractor to perform work associated with the contract between the Contractor and the **University of Venda**.

University's Representative: person authorized to represent the **University of Venda, Thohoyandou**, in terms of the contract with the Contractor

3 Access to the Univen Art Gallery

3.1 General

3.1.1 The Contractor, any Subcontractor or supplier of the Contractor or any employee of such persons may only come onto the **University of Venda** for the purpose of providing the goods, services or works associated with his contract with the **University**. Should they or their guests, agents, representatives or invitees wish to come onto the **University of Venda** for any other purpose they may only do so with the consent of the **University's Representative** or the **Director of Protection Services**.

3.1.2 No person who is an employee of the Contractor or his Subcontractors or suppliers and who is required to perform services or delivery goods in terms of a contract within the **University of Venda** may do so without being in possession of an ID Card or a visitor's access slip card. The Contractor shall ensure that his employees and those of his sub-contractors are in possession of a valid contractor card or visitors access slip and that they confine themselves to those sections of the **University of Venda** where their presence is necessary for the performance of the work and do not wander around.

3.1.3 Any person who is permitted or has permission to enter the **University of Venda** or a part thereof shall comply with:

- a) all applicable **University** regulations, policies and procedures and codes of conduct including regulations pertaining to:
 - i) the prohibition against the carrying of weapons;
 - ii) the prohibition against the use of offensive language and inappropriate conduct which includes, discriminatory attitudes or assumptions about persons based on age, race, religious beliefs, sex, sexual orientation, transgender status, marital status or disability;
 - iii) the keeping of noise to a minimum near buildings and the playing of radios and/or other loud outdoor music on the **University Campus**;
 - iv) the prohibition against smoking within buildings;
 - v) the wearing of identification tags and the possession and use of access cards; and
 - vi) vehicle access to and parking on the **University of Venda**;
- b) any instructions from the **Director: Protection Services**; and
- c) all other requirements laid down from time to time by the **University**.

3.1.4 The Contractor shall pay to the **University** any charges levied by the **University** for the use or purchase of identification tags, access cards and vehicle parking permits.

3.1.5 The University may require the Contractor to effect the immediate removal from the **University of Venda** of any of his or his Subcontractor's or supplier's employees, agent, representative, guest or invitee of the Contractor, or any other person acting on its behalf, if the **University** in its sole discretion deems it in the interests of the **University** that such person be removed. The Contractor shall ensure that such person does not return to the **University of Venda** without the **University** first having given the Contractor its consent for that person to return.

3.1.6 The Contractor and his Subcontractor and suppliers shall not remove any goods of whatever nature from the **University of Venda** without the permission of the Employer or his or her nominee.

3.1.7 Employees of the Contractor or his Subcontractors or suppliers are not permitted to hold union meetings on the **University of Venda**.

3.1.8 No animals other than guide dogs for the visually impaired shall be brought onto the **University of Venda**.

3.2 ID Cards

3.2.1 All employees of the Contractor and all Subcontractors, if any, who perform or directly supervise work or services within the **University of Venda** save for those that provide intermittent advisory and professional services and are not stationed within the **University of Venda Campus**, shall be in possession of an ID card. Such cards shall be issued by the **Univen Protection services** at a cost of a non-refundable R 100 per ID card.

3.2.2 Where a Contractor works on the **Univen Art Gallery** for a period of three weeks or more, the Contractor's on-site supervisors shall obtain from the University's service provider personalized ID cards at a non-refundable cost of R200 per card, these cards are issued by the **Univen Protection Services**.

3.2.3 Following the award of a contract which requires the issuing of ID cards to employees, the Contractor shall prepare a comprehensive list of all on site supervisory staff as well as a separate list of workers. Such lists shall contain the following information in respect of each employee:

- a) full name;
- b) identity or passport number
- c) contact number
- d) physical address

3.2.4 The lists compiled in terms of 3.2.3 shall be submitted to the relevant officer at **Univen Protection Services** together with a photocopy of each employee's ID document or passport appearing on the list at least one week before access is granted to commence the services. On site supervisory staff shall personally collect their ID cards within 1 day of commencing work on the **University of Venda**.

3.2.5 The **Protection Services Officer** shall issue the Contractor with the ID cards that are applied for together with a copy of the list of all cards that are issued. The Contractor and the **Protection Service Officer** shall both sign the list of ID cards issued on the original and the copy.

3.2.6 The Contractor shall notify the **Protection Services Officer** of the names and identity or passport numbers of employees who are issued with cards.

3.2.7 All site supervisors and workers shall access and depart from the **University of Venda** at the designated access and departure points.

3.2.8 All cards shall be accounted for and returned by the Contractor to the relevant **Facilities Manager** upon completion of the works or services. An amount of R200 may be levied by the University for each card which is not returned.

3.3 Hours of access

3.3.1 The **University of Venda** are open for business from 07:00 to 17:00 on normal working days.

3.3.2 The Contractor shall take account of the hours of access when programming the work associated with his contract.

3.4 Vehicle and pedestrian access

3.4.1 All employees with ID cards shall enter through the main gate and may be subject to both vehicle and bag searches. No vehicle owned by the Contractor or his Subcontractors or suppliers shall be granted access to the **University of Venda** without being legally approved by the **Director Protection Services** via access card or the relevant approval process.

3.4.2 The Contractor shall declare all materials, equipment and tools on entering and exiting the **University of Venda**.

3.4.3 The **University**, through its **Protection Services**, may request proof of ownership of any materials, equipment and tools entering and leaving the **University of Venda**.

3.4.4 Contractor, Subcontractor and supplier vehicles may only enter the main gate.

4 Hours of work

4.1 The Contractor shall generally perform work between 07:00 to 17:00 on normal working days. The Contractor may work outside of such hours with the agreement and authorization of the **University's Representative**.

4.2 If the normal activities of the **University** cannot be disrupted as a consequence of the work associated with a contract, such work shall be performed at weekends or other such times authorized by the **University's Representative**.

4.3 Noisy work such as demolition, drilling, jack hammering, grinding, cutting, hammering in and near corridors or office areas and lecture theatres shall be performed outside the hours of 09h00 to 17h00 unless authorized by the **University's Representative**.

5 Vehicles and equipment.

5.1 All vehicles used on the **University of Venda** by the Contractor and his Subcontractors and suppliers shall be fully registered and in a roadworthy condition.

5.2 All equipment used by the Contractor and his Subcontractors and suppliers shall be:

- a) maintained so that it performs its intended function when in use and remains in a safe condition at all times, and
- b) suitable for the work or purpose to which it is applied.

5.3 Vehicles and equipment that are found to be leaking oil or other fluids or not to comply with the provisions of 5.1 and 5.2 shall be immediately repaired or removed from the **University of Venda Campus**. All fluid spills shall be contained immediately and cleaned up.

5.4 The Contractor's vehicles shall, where required by the **University's Representative**, be identified with the Contractor's name, logo and telephone number and display on both front doors and a unique Contractor number.

6 Traffic and parking rules

6.1 The Contractor must ensure that drivers of vehicles owned by him or under his control and vehicles owned or under the control of his sub-contractors comply with the Rules of the Road and obey all traffic signage when travelling within the **University of Venda**.

6.2 Vehicles shall not be parked indiscriminately in high use areas.

6.3 The Contractor shall ensure that all employees and employees of Subcontractors and suppliers operate commercial vehicles within a speed limit of 30 km/h.

7 Management of the work and services

7.1 General

7.1.1 The Contractor shall in relation to any works associated with the contract:

- a) take all necessary measures to:
 - i) ensure that sediment does not enter the waterways;
 - ii) reinstate areas where the ground surface is disturbed as promptly as possible;
 - iii) divert storm water run-off from entering buildings or facilities.
- b) avoid compaction and unnecessary loss of ground cover in natural and landscaped areas;
- c) protect native grasses wherever possible from damage caused by vehicles and other causes
- d) provide all protective coverings necessary to ensure material displaced during work performed does not fall and accumulate on or cause damage to tables, chairs, carpet and other furnishings or finishes

7.1.2 The **University** reserves the right to retain any waste materials or substances following demolition or other work at any time during progress of the works. The Contractor shall provide reasonable access for **University's personnel** to inspect, select and arrange segregation of the materials and substances to be retained, and shall provide assistance if so requested.

7.1.3 The Contractor shall manage the construction activities and take all reasonable measures to minimize dust nuisance, pollution of streams, and inconvenience to or interference with the regular user arising from the execution of the works or services.

7.1.4 The Contractor shall, when working within the **University of Venda**, either provide and use suitable and effective silencing devices for pneumatic tools and equipment that would otherwise cause noise levels exceeding 85 dB, or effectively isolate the source of such noise.

7.2 Disruption of normal University activities

The Contractor shall manage and execute works within the **University of Venda** Campus in such a way as to cause the least interference with the general routine of the usual users of these premises.

7.3 Supervision of workers

7.3.1 The Contractor shall employ a suitably qualified supervisor to supervise all work and services performed within the **University of Venda** save for that relating to the provision of occasional advisory and professional services. The supervisor shall be present at all times when the Contractor's and Subcontractor's employees are working within the **University of Venda**. The Supervisor shall be the point of contact between the **University** and the Contractor for all Work-related matters.

7.3.2 The Contractor shall supply a mobile phone number to the **University's Representative** to enable the **University** to contact the supervisor on a 24-hour basis, seven days a week.

7.3.3 The Contractor's most senior supervisor shall, where necessary, arrange weekly meetings within the University of Venda with the **University's Representative**.

7.4 Working on and around existing services

7.4.1 The Contractor shall be responsible for any damage to services which are:

- a) known to exist within the **University of Venda Campus** and shown on the drawings that are issued;
- b) pointed out by the Employer's Representative, or
- c) reasonably inferred from the existence and location of manholes, valve boxes and the like;

7.4.2 Where the probability of underground services can be inferred, the Contractor shall, while taking all reasonable precautions not to damage such services, ascertain where such services exist within the relevant section of the **University of Venda**. The Contractor shall do this by means of visual inspections, by making excavations to expose the position of services at critical points and, if required in terms of the scope of work, by using detection apparatus. The Contractor shall complete such investigations well in advance of the works or services commencing and shall submit a report to the **University's Representative** in time to enable the **University** to make whatever arrangements are necessary for the protection, removal, or diversion of the services before any construction commences.

7.4.3 As soon as an underground service is discovered, the Contractor shall notify the **University's Representative** and, where relevant, mark it up on a drawing. Thereafter such service shall be regarded as a known service and the Contractor shall be held responsible for any damage thereto, unless he has taken all reasonable precautions and the damaged service is found to be more than 1 m from the position as may reasonably have been deduced by an experienced contractor from the investigations referred to in 7.4.2.

7.4.4 The Contractor shall, prior to commencing with any excavation work or the breaking down of any walls or removal of sanitary fittings within buildings, locate the isolation valves associated with the water supply (domestic consumption and fire installation) to enable the supply to a building or area to be isolated in the event that a water pipe is broken during construction operations. The contractor shall ensure that his site supervisory staff and any subcontractors performing work which can damage such pipes are aware of the location of such valves. If for any reason there is doubt as to the accessibility of existing shut-off options, the Contractor shall fit a shut off valve on the water supply so that water discharging from a broken water supply pipeline can be controlled.

7.4.5 The Contractor shall obtain prior approval from the **University's Representative** before any disruption to, or isolation of, existing services.

7.5 Landscaped and natural areas

7.5.1 The Contractor shall, except where carrying out emergency work or services, give the **University's Representative** not less than one week's notice of all work or services on the **University of Venda** which may impact on landscaped, or grassed areas.

7.5.2 The Contractor shall manage the works in a manner which protects and does not disturbing trees, landscaping (including footpaths) and grassed areas. Any unnecessary damage or disturbance shall be remedied by the Contractor.

7.5.3 If the nature of the works or services necessitates the locating of equipment on landscaped or grassed areas, the **University's Representative** shall indicate the least damaging route to be used.

7.6 Waste and litter

7.6.1 The Contractor shall regularly clear away rubbish and excess materials as the works or services proceed and maintain the working area in a clean and satisfactory state and take all necessary precautions to keep the works and site free from vermin.

7.6.2 The Contractor, shall ensure that his employees, Subcontractors and suppliers:

- a) place all litter, including food scraps, cigarette butts and beverage containers either in the **University's representatives** provided for such purposes or in suitable receptacles which are emptied by the Contractor and removed from the Campus a regular basis.
- b) recycle waste and off-cut materials wherever possible and reasonably practicable, and tidily store all waste and/or materials for recycling pending regular removal;
- c) remove from the **University of Venda Campus** all waste and debris as soon as reasonably practicable and dispose of such waste and debris in accordance with applicable legislation.
- d) keep clear access and egress areas;
- e) keep clean all roads and car parks that may be affected by construction vehicles tracking dirt, clay, gravel or other foreign material emanating from the construction works; and
- f) ensure that **University's premises** are left secure, clean, orderly and, where relevant, fit for immediate use upon completion of a work activity.

7.6.3 The Contractor may temporarily store all waste and demolished materials within the **University of Venda** in a location acceptable to the **University's Representative**. Stockpiles of waste material that remains within the **University of Venda** shall be barricaded at the completion of work each day to protect the students, staff and visitors from possible injury.

7.6.4 Concrete waste shall be placed on a vehicle and removed from the **University of Venda Facility** without delay. Concrete slushing shall only take place in an area acceptable to the **University's representative**. The Contractor shall remove all concrete remnants from the designated areas and restore such areas to their state prior to slushing as soon as possible after the completion of concreting operations.

7.6.5 The Contractor shall ensure that no waste liquids are poured on to the ground, or into drains.

8 Usage of water and electricity

8.1 The Contractor may make use of the water and electricity that is supplied to the **University of Venda** only in order to perform the works or services associated with the contract from points designated by the **University's Representative**. The water will be used in line with Option C for such use. **The University** does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works.

- 8.2** The Contractor shall make, and upon completion remove, all the necessary connections to the **University's** water supply or electricity at designated points.
- 8.3** The Contractor shall make adequate water storage provisions to address possible low water pressure or shortage.

The Contractor shall not waste water

9 University of Venda Rules & Regulations

9.1 Contacts and office hours

9.1.1 The contact particulars of **Facilities Management Staff** are as follows:

Director Facilities Management	Mr. A. Magadani
Project Management Unit	Mr. R. Tshitangano

9.1.2 Facilities Management Offices opens at 08h00 and closes at 16h30.

9.2. Security and Entrance Gate

Entrance gates are open 24hours, but access afterhours will be based on special approval with the University Representative.

9.3 Animals, wood and plants

9.3.1 No poaching or hunting of any animals is permitted

9.3.2 No collecting of wood or plants is permitted