

Tender

Provision of Structural Defect Repairs And General Refurbishment to ELIDZ Buildings

Closing date: 24 June 2022

CONTRACT NO: ES/22/REFURBISHMENTS/01

VOLUME A: TECHNICAL PROPOSAL

**PROVISION OF STRUCTURAL DEFECT REPAIRS &
GENERAL REFURBISHMENT TO ELIDZ BUILDINGS**

East London IDZ Contact person: A. Mgwaza Email: anathi@elidz.co.za	
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NOTE: DO NOT SPLIT THIS DOCUMENT

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PART 1

THE TENDER

CONTRACT NO: ES/22/REFURBISHMENTS/01

**PROVISION OF STRUCTURAL DEFECTS REPAIRS &
GENERAL REFURBISHMENT TO ELIDZ BUILDINGS**

1.1 TENDERING PROCEDURES

1.1.1 Introduction

1.1.2 Tender Notice and Invitation to Tender

1.1.3 Tender Data

1.1.1 INTRODUCTION

The East London Industrial Development Zone SOC Ltd (ELIDZ) is the duly appointed operator of the East London Industrial Development Zone, a multi-million-rand infrastructure and bulk services development initiated by the Department of Trade and Industry (DTI) that is part of the government's micro-economic reform strategy. In 2016, the ELIDZ has been designated as a Special Economic Zone and was the first to receive an operator's permit from DTI

The East London Industrial Development Zone is located on Buffalo City's West Bank adjacent to the existing East London port and airport, and much of the Phase 1 infrastructure and bulk services required for the development have been completed.

As the East London Industrial Development Zone is now operational, Tenders are invited from relevant service providers for the provision of various maintenance services at the above premises.

1.1.2 TENDER NOTICE AND INVITATION TO TENDER

The East London Industrial Development Zone SOC Ltd is the operator of the East London Industrial Development Zone (ELIDZ), an entity which exists to help manufacturers to become globally competitive through the development and efficient management of a modern, purpose built industrial location, which offers investing industries a streamlined business environment enhanced by a range of supporting services. The zone is already operational and currently houses a number of manufacturers that supply products for the local and international markets.

SCOPE OF WORK

Tenders are hereby invited from suitably qualified and experienced service providers for the Provision of Structural Defect Repairs and General Refurbishment to various ELIDZ Buildings, located at the within the West Bank area of the Buffalo City Metropolitan Municipality

The successful tenderer will be required to enter into a **Ten (10) Month** Contract for the provision of Structural Defect Repairs and General Refurbishment to ELIDZ buildings within the East London Industrial Development Zone SOC Ltd.

Tender Reference No.	Tender Description / Name	Closing Date / Time
ES/22/REFURBISHMENTS/01	Provision of Structural Defects Repairs and General Refurbishment to ELIDZ Buildings	24 June 2022 at 12h00

The Provision of Structural Defect repairs and General Refurbishment to ELIDZ buildings scope of services include work under the following:

- Attend to structural defects and general building repairs which include the following trades: - Plastering, Tiling, Painting, carpeting, and plumbing

BID CONDITIONS:

- ☐ Tenderers are required to submit a Valid SARS Tax Clearance Certificate with their tender, or the relevant SARS pin code which will allow the ELIDZ to confirm the tenderers tax status on-line
- ☐ Tenderer must be registered on Central Supplier Database (CSD) from National Treasury and MAAA number must be provided
- ☐ Tenderers should submit a Valid original or certified B-BBEE certification. Companies with annual turnover less than R10 million to submit an accountant or SARS letter confirming turnover.
- ☐ Tenderers to provide certified copy of Company Registration Certificate
- ☐ Tenderers to provide Letter of Good Standing from Compensation Commissioner
- ☐ Tenderers must submit technical and financial proposals in two separate envelopes clearly marked "Envelope A -Technical Proposal" and "Envelope B – Financial Proposal". Then the financial proposal will only be opened should the technical proposal be found to be acceptable.
- ☐ Non- signed "Form of Offer" the financial proposal in "Envelope B" submission will result in the disqualification of the tender.
- ☐ Inclusion of Price Offer and/ or any other price related details in "Envelope A -Technical Proposal" will result in the disqualification of the tender.
- ☐ The successful Tenderer will be required to have sufficient and competent staff available to commence full time operations in accordance with the contract with effect from the Commencement Date, failing which the contract will be awarded to the next most preferred Tender.
- ☐ Registration with the CIDB in the category **5GB** is compulsory for companies wishing to submit tenders
- ☐ A registered office within the Buffalo City municipal boundaries will be given preference

EVALUATION

The evaluation will be guided by the ELIDZ procurement policy. Points will be awarded on the basis of Price and BBBEE.

Score breakdown:

- ☐ 80 Points for Price
- ☐ 20 Points for BBBEE

All tenders not providing compulsory responsive documentation and with functionality scoring less than 75%, will not be considered for the next stage of tender evaluation

TENDER DOCUMENT & SUBMISSION

The RFT document will be available for download on 03 June 2022 at www.elidz.co.za under opportunities.

“It will be the responsibility of the respondent to ensure that the tender/bid reaches the ELIDZ. All tender/bids documents are to be submitted online at <https://tenderportal.elidz.co.za> before the closing date and time. Only PDF documents must be uploaded with a maximum size limit of 2GB per file.”

No late tenders will be accepted.

TENDER ENQUIRIES

Questions relating to the RFP will be accepted until 13h00 on 17 June 2022 with response by 20 June 2022

Queries relating to this tender may be addressed to:

Contact person: A. Mzantsi

Contact No: 043 702 8200

Email: anathi@elidz.co.za

1.1.3 TENDER DATA

Project title:	Provision of Structural Defects Repairs and General Refurbishment to ELIDZ Buildings		
Contract No:	ES/22/REFURBISHMENTS/01		
Advertising date:	3 June 2022	Closing date:	24 June 2022
Closing time:	12h00	Validity period:	120 Days
Clause number			
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of SANS 294: 2004 (Edition 1).</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>		
F.1.1	The employer is the East London Industrial Development Zone SOC Ltd		
F.1.2	<p>The tender documents issued by the employer comprise:</p> <ol style="list-style-type: none"> 1. THE TENDER <ol style="list-style-type: none"> 1.1 TENDERING PROCEDURES <ol style="list-style-type: none"> 1.1.1 Introduction 1.1.2 Tender Notice and Invitation to Tender 1.1.3 Tender Data 1.2 RETURNABLE SCHEDULES <ol style="list-style-type: none"> 1.2.1 List of Returnable Documents 1.2.2 Returnable Schedules 2. THE CONTRACT <ol style="list-style-type: none"> 2.1 CONTRACT DATA 2.2 SCOPE OF WORK 2.3 SITE INFORMATION <p>APPENDICES</p> <ol style="list-style-type: none"> A Generic Occupational Health and Safety Specification B Construction Environment Management Plan 		

F.1.2 (cont.)	<p>VOLUME B: FINANCIAL PROPOSAL</p> <p>1. THE CONTRACT</p> <p>1.1 AGREEMENT AND CONTRACT DATA</p> <p>1.1.1 Form of Offer and Acceptance</p> <p>1.1.2 Form of Guarantee</p> <p>1.2 PRICING DATA</p> <p>1.2.1 Pricing Instructions</p> <p>1.2.2 Bills of Quantities</p>										
F.1.4	<p>The employer's agent is:</p> <table border="1"> <tr> <td>Name:</td><td>C Ngxokolo- Nomatye</td></tr> <tr> <td>Address:</td><td>ELIDZ Admin 1 Building, lower Chester Rd, Sunnyridge, East London.</td></tr> <tr> <td>Tel:</td><td>043 702 8200</td></tr> <tr> <td>Fax:</td><td></td></tr> <tr> <td>E-mail:</td><td>camagwini@elidz.co.za</td></tr> </table>	Name:	C Ngxokolo- Nomatye	Address:	ELIDZ Admin 1 Building, lower Chester Rd, Sunnyridge, East London.	Tel:	043 702 8200	Fax:		E-mail:	camagwini@elidz.co.za
Name:	C Ngxokolo- Nomatye										
Address:	ELIDZ Admin 1 Building, lower Chester Rd, Sunnyridge, East London.										
Tel:	043 702 8200										
Fax:											
E-mail:	camagwini@elidz.co.za										
	<p>Add the following sentence: The period of six months may only be reduced should all tenders received be rejected as non-responsive.</p>										
F.2.1	<p>The following tenderers who are registered with the CIDB, or are capable of being registered prior to submissions, are eligible to submit tenders:</p> <p>a) Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5BG class of construction work.</p> <p>Joint Ventures (JV) are eligible to submit tenders providing that:</p> <ul style="list-style-type: none"> • Every member of the JV is registered with the CIDB • A lead partner has a contractor grading designation in the 5GB class of construction work; and • 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 5GB class of construction work; and • A Joint Venture agreement is submitted together with the tender indicating shareholding percentage <p>All parties to a Joint Venture should meet bid condition requirements to be acceptable.</p> <p>In Bids where consortia/joint venture/ sub-contractors are involved; each tendering party must submit a separate proof of TCS/PIN/CSD number.</p> <p>Where there is no designated sector, ELIDZ may decide to include a specific bidding condition that only locally produced goods or services with a stipulated minimum threshold for local production and content, will be considered, on condition that such prescript and threshold(s) are in accordance with the specific standards determined by the DTI in consultation with the National Treasury.</p>										

	In the event that the successful Bidder has been awarded the contract with value above R 5 000 000.00 for the same goods/services on a consecutive basis, the successful bidder will be required to submit a Supplier development plan for SMMEs to be agreed with the ELIDZ.
F2.13.2	“It will be the responsibility of the respondent to ensure that the tender/bid reaches the ELIDZ. All tender/bids documents are to be submitted online at https://tenderportal.elidz.co.za before the closing date and time. Only PDF documents must be uploaded with a maximum size limit of 2GB per file.”
F2.13.3	Only the original tender submission is required.
F2.13.6	A two-envelope procedure will be followed.
F2.14	The ELIDZ will disqualify any submission which is not suitably endorsed, or which is not comprehensively completed.
F2.15.1	Submissions that are not received on or before the closing time will, in terms of the ELIDZ procurement policy, not be considered.
F.2.16	The tender offer validity period is 120 days.
F2.19	Access to premises will not be required.
F2.23	<p>The tenderer is required to submit with his tender:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Tenderers are required to submit a Valid SARS Tax Clearance Certificate with their tender, or the relevant SARS pin code which will allow the ELIDZ to confirm the tenderers tax status on-line <input type="checkbox"/> Tenderer is required to provide a CSD registration certificate not older than 10 days before closing of tender <input type="checkbox"/> Tenderers should submit a valid original or certified B-BBEE certification. Companies with annual turnover less than R10 million to submit an accountant or SARS letter confirming turnover. <input type="checkbox"/> Tenderers to provide certified copy of Company Registration Certificate <input type="checkbox"/> Tenderers to provide Letter of Good Standing from Compensation Commissioner <input type="checkbox"/> Tenderers to provide Proof of Registration with the CIDB in the category 5GB. <input type="checkbox"/> All returnable documents and schedules as listed in 1.2.
F3.4	Tender submissions will be opened in public immediately after the stipulated closing time and date.
F3.11	<p>The procedure of the evaluation of tenders is the two-envelope system</p> <p>Tender evaluation will be carried out using the 80/20 preference point system, where:</p> <ul style="list-style-type: none"> ▪ A maximum of 80 points are allocated for financial offer. ▪ A maximum of 20 points are allocated for preference. <p>The above-mentioned evaluation will be subject to offers being responsive and passing the functionality criteria prescribed in the attached schedule.</p>

Quality/Functionality Evaluation

The score achieved for functionality will be assessed using the following criteria, each of which will be scored individually up to the maximum number of points indicated (failure to submit the relevant information will result in zero scores for that section):

DETAILED BREAKDOWN OF FUNCTIONALITY POINTS			
Item	Details	Points scored	Available Points
	Criteria 1. Business Location		10
1.1	If the tenderer has a registered and currently operational office with confined of BCMM (Provide only lease agreement and/or BCM utility bill.)		15
1.1.2	If the tenderer has a registered and currently operational office within Eastern Cape but not within Buffalo City Metropolitan Municipality		5
1.1.3	Office outside Eastern Cape		0
	Criteria 2. Applicants Expertise		20
2.1	Staffing Levels (CV's of proposed persons to be provided with attached certificates; clear details of duties and 3 contactable referees on cv)		
2.1.1	Site Agent. Minimum 5 years' experience in general building construction and maintenance projects.		
	> 10 years' experience		10
	≤ 10 but >7 years' experience		8
	≤ 7 but >5 years' experience		5
2.1.2	Construction foreman. Minimum 3 years' experience in general building construction and maintenance projects.		
	> 5 years' experience		10
	≤ 5 but > 3 years' experience		5
	Criteria 3. Relevant Company Experience		50
3.1.	Five (10) points can be scored (to a maximum of 50 points) for each confirmed similar project in progress or carried out in the past 5 years for General building construction and maintenance. Companies to submit completion certificates/ Award Letters of projects for points.		
	Criteria 4. Method statement		10
4.1	Company required to provide detailed method statements, which demonstrate the way work is envisaged on a project of this nature and should cover a minimum of four core activities (five points scored per activity). Core activities include: 1. Urgent/ emergency response services 2. Working in heights 3. Supervision and reporting 4. ensuring uninterrupted staff operation		2 4 2 2
	Criteria 5. References		10
5.1	(Fully complete Annexure P06-1 Part A & B reference letter with contact details, signature and stamp). Only relevant letters with company letterhead and stamp will be awarded points		
	2 relevant references provided		10
	1 relevant reference provided		5
	TOTAL EVALUATION SCORE FOR FUNCTIONALITY	0	100
	PERCENTAGE POINTS SCORED	0%	

Tender offers scoring less than 75% functionality will not be considered further	
<p><u>Financial Offer Evaluation</u></p> <p>The score achieved for financial offer will be determined using formula 2 (option 1) as follows:</p> $\text{Points awarded} = 80 \left[1 - \frac{P - P_m}{P_m} \right]$ <p>Where P = the comparative offer of the tender offer under consideration P_m = the comparative offer of the lowest responsive tender</p>	
<p><u>Preference Evaluation Criteria</u></p> <p>A maximum of twenty (20) points will be awarded to a tenderer for achieving BBBEE objectives. BBBEE points shall be computed using a relevant scorecard as guided by the company's annual turnover. This is in accordance with the new Codes of Good Practice. BBBEE evaluation shall be done based only on the information submitted in the ELIDZ Procurement Handbook. No points will be awarded for achieving BBBEE objectives if the total percentage scored for BBBEE is less than 30 %.</p> <p>All tenders with functionality less than 75% of the total functional requirements will not be considered for the next stage of tender evaluation. ELIDZ reserves the right to negotiate if preferred bidder's proposal exceeds ELIDZ project estimate</p> <p>The tender will be awarded to the bid with the highest number of points. A tender may be awarded to a bidder that did not score the highest number of points if reasonable and justifiable grounds exist.</p> <p>Any contract offered by the ELIDZ will be based on the correctness of information submitted by the service providers. Any misrepresentation of facts by a service provider may lead to disqualification. Should such misrepresentation be uncovered after the commencement of the contracted work, the ELIDZ reserves the right to terminate the contract and recover all payments made to that service provider and any costs that may have been incurred in the process.</p> <p>ELIDZ reserves the right to have the tenderer's Black Economic Empowerment Credentials verified by an independent agency. (Procurement Handbook – Annexure: 1 must be fully completed and supplementary information may be completed by service providers with a turnover of less than R10m and be accompanied by letter from an accounting firm or SARS confirming the company's or sworn affidavit turnover is less than R10m).</p>	
F3.13.1	<p>Tender offers will only be considered if:</p> <ol style="list-style-type: none"> the tenderer or any of its directors 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; and the tenderer has: <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. is not under restrictions, or has principals who are under restrictions, preventing participating in the ELIDZ procurement, c) has the legal capacity to enter into the contract, d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, e) complies with the legal requirements, if any, stated in the tender data, and f) is able, in the opinion of the ELIDZ, to perform the contract free of conflicts of interest. All returnable documents and schedules as listed in 1.2.1 have been completed and submitted with this document.
F.3.18	The number of paper copies of the signed contract to be provided by the employer is 1 (one).

1.2 RETURNABLE SCHEDULES

The Tenderer must complete the following returnable documents in all respect and provide all information as required. Failure to do so WILL result in the Tenderer being scored zero for the applicable category

1.2.1 LIST OF RETURNABLE DOCUMENTS

	Checklist
Compulsory Submissions	
Letter of Good Standing with Compensation Commissioner	
Proof of registration with CIDB in required category	
Declaration of Form of Acceptance to be signed	
Submissions for Evaluation	
Detailed breakdown of functionality points	
Proof of registered office within BCM	
CV's of proposed key staff	
Implementation Methodology	
Registration on Central Supplier Database (CSD) from National Treasury and MAAA	
Valid Tax Clearance Certificate /on-line pin number	
Valid original or certified copy of BBBEE Certificate	
Proof of Company Registration	
ELIDZ Procurement Handbook	
Form P01 Contractor General Information	
Form P02 Ownership Details	
Form P03 Contractor Facilities	
Form P04 Size of Enterprise and Current Workload	
Form P05 Staffing Profile	
Form P06 Previous Experience	
Form P06-1 Previous experience referencing	
Form P07 Record of Addenda to Tender Documents	

I, the authorised signatory hereby confirm that the Form of Offer has been completed in full and enclosed in envelope "B" and that no financial offers of any sort have been declared in envelope "A". I further understand that failure to attach the above-mentioned documentation to the designated pages allocated will result in said document being deemed missing from the tender submission.

Signature of Tenderer:

Date:

PART 1

COMPULSORY SUBMISSIONS

CONTRACT NO: ES/22/REFURBISHMENTS/01

**PROVISION OF STRUCTURAL DEFECTS REPAIR
AND GENERAL REFURBISHMENT TO ELIDZ
BUILDINGS**

**LETTER OF GOOD STANDING FROM WORKMEN'S
COMPENSATION OFFICER**

**TENDERER TO ATTACH LETTER OF GOOD STANDING UNDER
THIS PAGE**

**PROOF OF CIDB COMPANY REGISTRATION IN THE
REQUIRED CATEGORY**

**TENDERER TO ATTACH PROOF OF CIDB COMPANY
REGISTRATION UNDER THIS PAGE**

SIGNED DECLARATION OF FORM OF ACCEPTANCE

Declaration of Form of Offer and Acceptance

The Tenderer must declare that the Form of Offer and Acceptance in Envelope B “Financial Proposal” is completed and signed. Failure to complete and sign the declaration will render the tender non-responsive

Tenderer:

Name of Representative:

Telephone number:

Fax number:

Designation:

I, the authorised signatory of the Tenderer, hereby declare that the Form of Offer and Acceptance in Envelope B “Financial Proposal” is completed and signed.

Signature of Tenderer:

Date:

PART 2

SUBMISSIONS FOR FUNCTIONALITY EVALUATION

CONTRACT NO: ES/22/REFURBISHMENTS/01

**PROVISION OF STRUCTURAL DEFECTS REPAIR
AND GENERAL REFURBISHMENT TO ELIDZ
BUILDINGS**

CRITERIA 1 – INSERT/ATTACH UNDER THIS PAGE

PROOF OF REGISTERED OFFICE WITHIN BUFFALO CITY MUNICIPALITY

Tenderer to provide either of the following:

- **Lease agreement**
- **BCM Utility Bill**

CRITERIA 2– INSERT/ATTACH UNDER THIS PAGE

CV'S OF PROPOSED KEY STAFF

2.1 Tenderer to attach CV of Site Agent

2.2 Tenderer to attach CV of Site Foreman

CRITERIA 3– INSERT/ATTACH UNDER THIS PAGE
PROOF OF COMPANY RELEVANT EXPERIENCE

**3.1 Tenderer's to attach completion certificates/ Award
Letters of projects**

CRITERIA 4 – INSERT/ATTACH UNDER THIS PAGE

IMPLEMENTATION METHODOLOGY

CRITERIA 5 – INSERT/ATTACH UNDER THIS PAGE REFERENCES

5.1 Tenderer's to attach Annexure P06-1 (Part A & Part B)

SUBMISSIONS FOR FUNCTIONALITY EVALUATION

CONTRACT NO: ES/22/REFURBISHMENTS/01

PROVISION OF STRUCTURAL DEFECTS REPAIR AND GENERAL REFURBISHMENT TO ELIDZ BUILDINGS

CENTRAL SUPPLIER DATABASE REGISTRATION FROM NATIONAL TREASURY & MAAA

TENDERER TO ATTACH PROOF OF CSD TO THIS PAGE

**TENDERER TO ATTACH ORIGINAL TAX CLEARANCE
CERTIFICATE TO THIS PAGE**

TAX CLEARANCE CERTIFICATE

OR

PROVIDE BELOW THE RELEVANT SARS ONLINE PIN CODE

SARS PIN CODE_____

BBBEE CERTIFICATE

**TENDERER TO ATTACH ORIGINAL OR CERTIFIED COPY OF
BBBEE VERIFICATION CERTIFICATE TO THIS PAGE**

PROOF OF COMPANY REGISTRATION

**TENDERER TO ATTACH PROOF OF COMPANY REGISTRATION
TO THIS PAGE**

ELIDZ PROCUREMENT HANDBOOK

(Complete and sign)



ELIDZ Procurement Hand-Book

Supplementary Information

Company Name:.....

Latest Annual Turnover: R.....

Net Profit after Tax from Latest Financial Statements: R.....

Declaration

I understand that should my business be awarded a contract, said contract offered will be subject to the information given on this form being correct.

Any misrepresentation of facts may lead to disqualifications. Should such misrepresentation be uncovered after commencement of contract work, the ELIDZ reserves the right to terminate the contract and recover all payments made to the business.

Full Name: Initials:

Signature _____

Date _____

ADDITIONAL EVALUATION CRITERIA

CONTRACT NO: ES/22/REFURBISHMENTS/01

**PROVISION OF STRUCTURAL DEFECTS REPAIR
AND GENERAL REFURBISHMENT TO ELIDZ
BUILDINGS**

FORM P01: CONTRACTOR GENERAL INFORMATION

FORM P01: CONTRACTOR GENERAL INFORMATION

Name of tendering entity:	
---------------------------	--

Section 1 : Contact Details:

Address:	
Tel No:	()
Fax No:	()
E-mail address:	

Section 2 : Legal entity: (Mark with an X)

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint Venture	

(In the case of a Joint Venture, provide details on joint venture members:)

Joint Venture member	Type of entity (as defined above)

FORM P01: CONTRACTOR GENERAL INFORMATION (Cont.)

Section 3 : General Particulars

Income Tax reference number:

(In the case of a joint venture, provide for all joint venture members.)

VAT registration number:

(In the case of a joint venture, provide for all joint venture members.)

District Municipality in which the enterprise is registered:

(In the case of a joint venture, provide for all joint venture members.)

Registration number at Department of Labour:

(In the case of a joint venture, provide for all joint venture members.)

Company or close corporation registration number:

(In the case of a joint venture, provide for all joint venture members.)

CIDB registration number:

(In the case of a joint venture, provide for all joint venture members.)

For joint ventures the following must be attached:

- Written power of attorney for authorised signatory
- Pro-forma of the joint venture agreement.
- The major partner to satisfy at least 40 percent of the turnover amount given in P04, and each other partner at least 25 percent of the amount.

FORM P01: CONTRACTOR GENERAL INFORMATION (Cont.)

Section 4 : Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- 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)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

FORM P01: CONTRACTOR GENERAL INFORMATION (Cont.)

Section 5 : Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- 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)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

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

FORM P01: CONTRACTOR GENERAL INFORMATION (Cont.)

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

- i) authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Name of Signatory:

Capacity:

Signed on behalf of Tenderer:

Dated:

FORM P02: OWNERSHIP DETAILS

FORM P02: OWNERSHIP DETAILS

Details of proprietor, partners, close corporation members, or company directors.

Name	ID number	Relevant qualifications and experience	Years of relevant experience

(in the case of a joint venture, provide for all joint venture members)

Name of Signatory:

Capacity:

Signed on behalf of Tenderer:

Dated:

FORM P03: CONTRACTOR FACILITIES

FORM P03: CONTRACTOR FACILITIES

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise. (Attach details if the space provided is not enough.) (List joint venture partner(s) separately if applicable.)

Description	Address	Area (m²)

Plant and equipment:

Provide information on all plant and equipment owned by your enterprise. (Attach details if the space provided is not enough.) (List joint venture partner(s) separately if applicable.)

Description: Plant and Equipment owned	Number of units	Currently in use on contract.

Name of Signatory:

Capacity:

Signed on behalf of Tenderer:

Dated:

FORM P04: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

FORM P04: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

What was your turnover in the previous financial year?

What is the estimated turnover for your current financial year?

List your current contracts and obligations:

Description	Value (R)	Start Date	Duration	Expected completion date

Do you have the capacity to supply the goods and services described in this tender should the contract be awarded to you?

BANKING DETAILS:

Bank:
.....

Branch:
.....

Account No.:
.....

Branch Code:
.....

Account Name:
.....

Name of Signatory:

Capacity:

Signed on behalf of Tenderer:

Dated:

FORM P05: STAFFING PROFILE

FORM P05: STAFFING PROFILE

Provide information on the staff that you have available to execute this contract. (Attach a separate list if the space provided is insufficient.) (List joint venture partner(s) separately if applicable.)

Category * of Permanently employed staff for the project:	Number of Staff	HDI Y/N
Category * of Temporary staff to be employed for the project:	Number of Staff	HDI Y/N

Provide information on key staff you intend utilising on this contract, should it be awarded to you. (In the case of engineering construction projects key staff are defined as staff of foreman level and above).

Name	Position in your organisation	Qualifications	Experience	HDI Y/N

Name of Signatory:

Capacity:

Signed on behalf of Tenderer:

Dated:

Note: *Category refers to the job designation of the person listed
(eg. Manager, Foreman, Admin, Mechanic, etc.)

FORM P06: PREVIOUS RELEVANT EXPERIENCE

FORM P06: PREVIOUS RELEVANT EXPERIENCE

Provide the following information on **relevant** previous experience of the company (indicate specifically projects of similar or larger size, and/or which are similar with regard to type of work).

Description	Value (R) (VAT excl)	Date executed	Reference		
			Name	Organisation	Tel. No.

Signed letters of reference from quoted companies (on relevant company letterhead) to be provided

Name of Signatory:

Capacity:

Signed on behalf of Tenderer:

Dated:

Annexure 2

ELIDZ RFP –Details of previous similar work experience

PLEASE NOTE:

Similar work is determined by the contract period for Structural Defect Repairs and General Refurbishment related projects provided to a company on the following:

- Similar work is determined by the contract period for Structural Defect Repairs and General Building Refurbishments provided to a company.
 - The referees are to complete the entire Annexure 2 **(Part A & Part B)**.
 - It is critical for the referees to include their signatures and company stamps in the spaces provided.
 - It is critical for the referees to include their contact details to enable verification of the reference.
 - The ELIDZ will not give scores for incomplete forms.
 - (0 - for poor services received, 2 – for satisfactory services received, 4- for good services received, 5 - for excellent services received)
 - Copies of this annexure is to be provided to at least 3 referees for completion and then returned by the respondent / tenderer as part of the RFP submission.
-
- **The ELIDZ will not give scores for incomplete forms.**
 - (0 - for poor services received, 2 – for satisfactory services received, 4- for good services received, 5 - for excellent services received)
 - Copies of this annexure is to be provided to at least 3 referees for completion and then returned by the respondent / tenderer as part of the RFP submission.

PART A

<u>Biographical Information</u>	
Company name of Respondent / tenderer:	
Company name of client / referee:	
Nature of business of company of client / referee:	
Location / address of client / referee:	

Company stamp of client / referee:	
Client / referee: Representative	
Client / referee: Representative - Contact details:	Cell: Landline: Alternate Number:
Client / referee: Representative - Signature	
<u>Contract Information</u>	
Contract start date: date/month/year	
Contract end date: date/month/year	

Annexure 2 – Continued

PART B

Referee to score the attributes listed in the below table

Item	(0 - for poor services received, 2 – for satisfactory services received, 4- for good services received, 5 - for excellent services received)
A. Compliance with contract terms and conditions	
B. Overall rating of performance	
A + B = Total Score	

FORM P07: RECORD OF ADDENDA TO TENDER DOCUMENTS

FORM P07: 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.

Name of Signatory:

Capacity:

Signed on behalf of Tenderer:

Dated:

PART 2

THE CONTRACT

CONTRACT NO: ES/22/REFURBISHMENTS/01

**PROVISION OF STRUCTURAL DEFECTS REPAIR
AND GENERAL REFURBISHMENT TO ELIDZ
BUILDINGS**

2.1 CONTRACT DATA

2.1.1 Contract Data

2.1.1 CONTRACT DATA FOR

Project title:	PROVISION OF STRUCTURAL DEFECTS REPAIR AND GENERAL REFURBISHMENT TO ELIDZ BUILDINGS
Contract No:	CONTRACT NO: ES/22/REFURBISHMENTS/01

	PART 1: DATA PROVIDED BY THE EMPLOYER
	CONDITIONS OF CONTRACT
	The General Conditions of Contract for Construction Works (2015) [hereinafter referred to as GCC 2015], published by the South African Institution of Civil Engineering, is applicable to this Contract.
	Where the SERVICE PROVIDER has incurred any liability to the CLIENT, whether arising from or under this Agreement or otherwise howsoever arising, the CLIENT may, without notice to the SERVICE PROVIDER set-off the amount of such liability against any liability of the CLIENT to the SERVICE PROVIDER arising from or under this Agreement, whether either such liability is liquidated or unliquidated, present or future, accrued or contingent, unless otherwise agreed to in writing by the CLIENT.
	CONTRACT SPECIFIC DATA
	The following contract specific data; amendments; additions; or omissions are applicable to this Contract.

CLAUSES	Compulsory Data
1.1.14	The name of the “Employer” is East London Industrial Development Zone SOC Ltd.
1.2.2	The address of the Employer is Physical Address: Lower Chester Road, Sunnyridge Buffalo City (East London) 5201 Postal Address: P.O. Box 5458 Greenfields 5208 Telephone: 043 – 702 8200
1.1.15	The name of the Employer is: East London Industrial Development Zone SOC Ltd – represented by Camagwini Ngxokolo- Nomatye

1.1.1.16	<p>The address of the Employer's Agent is</p> <p>Physical Address:</p> <p>Lower Chester Road, Sunnyridge Buffalo City (East London) 5201</p> <p>Postal Address:</p> <p>P.O. Box 5458 Greenfields 5208</p> <p>Telephone: 043 – 702 8200</p>
5.8.1	The special non-working days are statutory public holidays.
5.8.1	The year-end break will be as stipulated by South African Federation of Civil Employer's Agenting Contractors (SAFCEC).
Appendix 3	10% will be deducted from each payment certificate (up to 10% of the value of the contract) and will be retained as Retention Money. Half of the Retention Money will be released at Works Completion.
1.3.5	<p>Replace in its entirety with the following:</p> <p>The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its retention or any other rights to which it may be entitled.</p>
1.3.6	<p>Add the following as 1.3.6:</p> <p>The copyright of all information, documents, advice, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalising the Works will vest in the Employer, must be regarded as confidential and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, and may not be published either during the currency of this contract or after termination thereof without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p>

1.3.7	<p>Add the following as 1.3.7</p> <p>The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p>
1.3.8	<p>Add the following as 1.3.8:</p> <p>In case of the Contractor providing documents, electronic aids, software programmes or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programmes or like material this provision applies.</p>
4.6.1	<p>Replace with the following:</p> <p>The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the Works outlined in this Contract.</p>
5.3.1	<p>Replace with the following:</p> <p>The Contractor shall, save as may be otherwise provided in the Contract or be legally or physically impossible, commence executing the Works immediately from the date the Contractor is given access to and possession of the Site in terms of Clause 11.</p>
5.4.1	<p>Replace the word “On the Commencement date” with the words “Within 14 days of the Contractor submitting to the Employer’s Agent an acceptable health and safety plan required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)”</p>
5.6.1	<p>The Contractor shall deliver his Programme of work within 14 days from the Commencement Date.</p>
5.9.1	<p>Amend as follows:</p> <p>“On the date that the Contractor is given access to and possession of the site, the Employer’s Agent shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of Contractor.</p>
7.6.4	<p>Replace the words “within a reasonable time” with the words “within the period stipulated by the Employer’s Agent in such order...”</p>

7.9.1	<p>Add the following at the end of this clause:</p> <p>Such losses or damages may be recovered from the Contractor by deducting the same from any amounts still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Contractor and for this purpose all these contracts shall be considered one indivisible whole.</p>
8.6.1.1	The Contractor shall only be required to insure the Works in so far as this comprises new construction. He shall however be required to insure whatever plant, vehicles, tools, equipment and materials are utilised in the execution of his maintenance activities.
8.6.1.1.2	The Employer will not supply any materials.
8.6.1.1.3	The insurance is not required to cover professional fees.
8.6.1.3	<p>Public Liability Insurance shall have a limit of Indemnity of not less than R10 million for any one event. The Public Liability Insurance cover must be extended to include:</p> <ul style="list-style-type: none"> ▪ Spread of fire ▪ Damage to underground services ▪ Surrounding property
6.5.1	The percentage allowance to cover overhead charges on labour and supervision is 33%, and on material cost the percentage allowance is 10%.
5.7.2	<p>Add the following to the end of the second paragraph:</p> <p>“which costs may be deducted from any payments due to the Contractor in terms of the Contract or any other Contract, within ten-month period, existing between the Employer and the Contractor and for this purpose all these shall be considered on indivisible whole”</p>
5.5.1	The contract period for the Works is ten (10) months
5.13	Not applicable
6.8.2	Contract Price will be adjusted annually as per the escalation rates declared in the priced bill of quantities year on year
10.1.3.6	Delete

6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention on the amount due to the Contractor is 0 %. The limit of retention money is R Nil
6.10.3	This clause shall be deleted in its entirety.
6.11	This clause shall be deleted in its entirety.
7.8.1	The Defects Liability Period is 12 months.
9.3.3	Add the following at the end After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any right whatsoever.
10.4.2	Dispute resolution shall be by means of mediation.
10.7	Disputes are to be referred for final settlement to litigation.
11.0	Add the following new Clause 11.0 : Amendments to be in writing “No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.”

Contract no: **ES/22/REFURBISHMENTS/01**

	PART 2: DATA PROVIDED BY THE CONTRACTOR
1.8	<p>The name of the Contractor is</p> <p>.....</p> <p>(insert the legal name of the Contractor, as well as the Contractor's registration number, if applicable)</p>
1.2.2	<p>The address of the Contractor is:</p> <p>Physical Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Postal Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Email address: Telephone:</p>

2.2	SCOPE OF WORK	
2.2.1	Description of the Works	
	2.2.1.1	Employers objectives
	2.2.1.2	Overview of works
	2.2.1.3	Extent of works
	2.2.1.4	Location of works
	2.2.1.5	Temporary works
2.2.2	Drawings	
2.2.3	Procurement	
	2.2.3.1	Preferential Procurement Procedures
	2.2.3.2	Subcontracting
2.2.4	Maintenance Works	
	2.2.4.1	Works specifications
	2.2.4.2	Variations and additions to Standard and Particular specifications
2.2.5	Existing Services	
2.2.6	Site Establishment	
2.2.7	Site Usage	
2.2.8	Permits and Way Leaves	
2.2.9	Alterations, Additions and Extensions to Existing Works	
2.2.10	Management	

2.2 **SCOPE OF WORK**

2.2.1 **DESCRIPTION OF THE WORKS**

2.2.1.1 **Employer's Objectives**

The East London Industrial Development Zone SOC Ltd (ELIDZ) is the duly appointed operator of the East London Industrial Development Zone, and as such has an obligation to ensure that the various facilities and services that they own and control are at all times fully operational and able to perform the function for which they were intended.

Accordingly, the ELIDZ has a need to enter into contracts with suitable service providers who are able to carry out the various inspections, maintenance activities and repairs which are necessary to support these objectives.

2.2.1.2 **Overview of the Works**

The work involves attending to structural defects and general building repairs which include the various trades as listed below.

- Plastering
- Painting
- Tiling
- Carpeting
- Metalwork
- Carpentry and Joinery

The contractor is to ensure that no openings are left for an unreasonable period of time and certainly not over night or weekends, and that no rain is allowed to ingress into the buildings and damage equipment or disrupt production.

NOTE THAT EXISTING OPERATIONS WILL BE ONGOING IN VARIOUS ELIDZ BUILDINGS, and that the contractor, in conjunction with the ELIDZ, is to liaise with each tenant regarding the relevant planned works program prior to commencement of work on the building in question. The contractor is to provide a necessary warranty/guarantee which incorporates materials, fixing, and workmanship.

Provisional Sums

A provisional sum has been included for Contingency items that may be ordered at the sole discretion of the Engineer.

Staffing and Equipment

Provide the following staff and equipment permanently on site during normal working hours to undertake various ongoing maintenance tasks as set out below and as directed by the Employer's Agent/Client's representative.

- Site Foreman
- 2 x General Workers
- 1 ton drop-side LDV
- Basic equipment. (Step ladders, Hammers, Drills, Saws, Grinders, etc.) and other small tools necessary to undertake minor building repairs

- Specialist Plant and Equipment. (Accessibility to Cherry Picker suitable for working at a minimum height of 10m)
- Relevant PPE to be provided to all staff members, according to tasks been undertaken.

The provision for this related cost is priced and outlined in the Bill of Quantities.

2.2.1.3 **Extent of the Works**

The repairs as defined above are required in the various ELIDZ Buildings in ALL the ELIDZ zones

Should the need arise the maintenance services may be extended to include one or more portions of new works undertaken on behalf of the ELIDZ. This additional work shall be undertaken at billed rates wherever possible.

Although the Bills of Quantities contain a quantity for each item of work, these are included only to ensure realistic pricing and for budget purposes.

The quantities shall not be interpreted as indicating the overall scope of work to be undertaken under the contract, and the Employer/ Employer's Agent shall instruct the Contractor as to the actual extent of work to be carried out under each billed item.

2.2.1.4 **Location of the Works**

Zone 1 of the East London Industrial Development Zone is located within Buffalo City on the western side of the Buffalo River, between the East London port and airport.

The actual location of each sub-zone is shown on the locality plan included with the drawings and more fully described in the following table:

SUB-ZONE	DESCRIPTION OF LOCATION
Zone 1A	Situated south-west of Sunnyside, between the Harbour Arterial Road and Prince George Circuit, and accessed from the traffic circle at the lower end of the new Chester Road.
Zone 1B	Situated west of Sunnyside, on the northern side of the Harbour Arterial Road and to the east of the Breezy vale Distributor Road, with access off the Breezy vale Distributor Road slightly north of the traffic circle at the western end of the Harbour Arterial Road.
Zone 1C	Situated south-west of Sunnyside, on the northern side of the Harbour Arterial Road, with access off the Harbour Arterial, opposite the IDZ Transportation Building.
Zone 1D	Situated between Sunnyside and the airport, on the south of Settlers Way, and accessed from Millard road.

2.2.1.5 **Temporary Works**

The provision of any temporary works of whatever nature, required for execution of the scheduled items, shall be the responsibility of the Contractor, and the cost thereof shall be included in the rates for the respective items of work.

2.2.2 Drawings Issued At Award Stage to successful tenderer

Drawing no	Description
TBC	Floor and Roof Layouts (Whenever needed)

2.2.3 PROCUREMENT

2.2.3.1 Preferential Procurement Procedures

The ELIDZ Procurement Handbook is included in envelope “A” of the tender submission and must be completed in full.

2.2.3.2 Subcontracting

As stipulated in the General Conditions of Contract, the Contractor shall not subcontract any part of the contract without the prior written consent of the Employer’s Agent. Accordingly, the Contractor shall submit his list of proposed subcontractors to the Employer’s Agent for approval, prior to commencement of any activities on site.

If feasible to subcontract for a contract above 30 million, ELIDZ will apply subcontracting to advance designated groups.

The successful tenderer must subcontract a minimum of 30% of the value of the contract to :

- An EME or QSE;
- And EME or QSE which is at least 51% owned by black people
- And EME or QSE which is at least 51% owned by black people who are youth;
- And EME or QSE which is at least 51% owned by black people who are women;
- And EME or QSE which is at least 51% owned by black people with disabilities
- And EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas of township
- A cooperative which is at least 51% owned by black people;
- And EME or QSE which is at least 51% owned by black people who are military veterans.

2.2.4 GENERAL REPAIRS

2.2.4.1 Works Specifications

The SABS 1200 Standard Specifications for Civil Engineering Construction are applicable to this contract: and all relevant SANS Codes of Practice where building works are required

These specifications have not been issued as part of the tender documentation, and are available from SAICE, Private Bag X200, Halfway House, 1685. Telephone 011 805-5947

The Particular Specifications applicable to this contract are:
The ELIDZ Occupational Health and Safety Specification
The ELIDZ Construction Environmental Management Plan

These specifications are included in the tender documentation

2.2.4.2 The variations and additions to the above Standard and Particular specifications are as follows:

PSAA GENERAL (SMALL WORKS)

PSAA 1 SCHEDULED TIME-RELATED ITEMS (CLAUSE 8.4)

All Time-related items shall be measured by the month and the tendered rate shall cover the total monthly cost of the relevant item as described.

PSAA 2 PROVISION OF STAFF AND EQUIPMENT

The contractor is required to provide a permanent crew consisting of a Driver/Foreman, 2 x general workers, basic equipment during normal working hours, and a suitable drop-side 1 Ton LDV

The crew and equipment will be utilized to perform scheduled maintenance activities and minor works on site and under the direction of the Employer's Agent

The contractor is to price for all related costs in the provision of the staff, equipment and the vehicle. It is anticipated that the vehicle will not exceed 100 kms per day on average. An extra-over rate is included in the Bill for mileage in excess of 1000 kms per month and for overtime should this be required and duly authorized by the Employer's Agent

PSAA 3 PROVISIONAL SUMS (CLAUSE 8.5)

A provisional sum has been included to allow the Contractor to purchase consumables such as oils, soaps, chemicals, and assorted cleaning materials and equipment. The purchase shall only take place if ordered by the Employer's Agent, and the Contractor shall take delivery of and store the material, and deliver any unused material to the ELIDZ on completion of the contract.

PSAA 4 PROVISIONAL SUMS (CLAUSE 8.5)

A provisional sum has been included to allow for the services of the Employer's Agent under the contract for specialist site management, planning, implementation and control of the daily site activities on behalf of the Employer.

PSAA 5 PROVISIONAL SUMS (CLAUSE 8.5)

A provisional sum has been included to allow the contractor to undertake minor general building repairs, as directed by the Employer's Agent

PSAB EMPLOYER'S AGENTS OFFICE

PSAB1 OFFICE BUILDINGS (CLAUSE 3.2)

The Contractor will not be required to provide an office, telephone, vehicle or any other facilities or equipment for the exclusive use of the Employer, the Employer's Agent or their staff.

PSDA EARTHWORKS (SMALL WORKS)

PSDA 2 EXISTING SERVICES (CLAUSE 5.1.2)

The contractor will be issued with drawings showing the positions of existing services on or

/disturbance of any pipeline, manhole or chamber.

PSD 2.1 Negligence (Clause 5.1.2.4)

Where the contractor damages any existing service, including roads, kerbs, sidewalks, pipelines, manholes, chambers, streetlights or electrical kiosks, he shall not be penalized, but will be responsible for the cost of all necessary repairs and reinstatement.

PSDA 3 DISPOSAL (CLAUSE 5.2.2.3)

All surplus material from the excavations or other construction activities shall be carted to spoil. The Contractor shall be responsible for locating suitable spoil sites. All costs associated with carting and spoiling of material shall be included in the tendered rates and no additional payment will be made for this work. The contractor is to submit certificate of such disposal where necessary.

PSDA 5 FREEHAUL (CLAUSE 5.2.5.1)

Notwithstanding the contents of clause 5.2.5.1, all haul of material, whether within the limits of the site, from commercial sources, or disposed of at spoil sites, shall be considered as free haul.

PSDA 6 OVERHAUL (CLAUSE 5.2.5.2)

The cost of the movement and haulage of all materials shall be included in the rates for the respective items, from commercial sources, and no payment will be made for overhaul.

2.2.5 **EXISTING SERVICES**

All areas within which the Contractor is required to undertake maintenance operations are serviced with the full range of civil, electrical and communication services, some of which are below ground. The Contractor will be issued with drawings showing the positions of the services that are included in the contract and will be required to determine the position of all other known services, which may be affected by his work, by consultation with the Employer's Agent

The Contractor may be required to undertake work in close proximity to existing services in which case he shall take all necessary precautions to prevent any damage to these services. Should his operations result in any damage to existing services, he shall immediately notify the Employer's Agent who will inspect the damage and determine what further action is required. The Contractor shall be responsible for the cost of all repairs or reinstatement necessary, whether these are carried out with his own resources or by a third party.

2.2.6 **SITE ESTABLISHMENT**

a) **Facilities provided by the Employer**

Reticulated potable water exists within each zone of the IDZ. Should the Contractor require a supply of water to enable him to undertake any of his activities on the site then a suitable point of supply will be made available off the relevant reticulation. The Contractor shall be responsible for the cost of removal and reinstatement on completion.

All zones of the IDZ are fully reticulated with electricity. Should the Contractor require an electrical connection then he shall discuss his requirements with the Employer's Agent who will arrange for a supply with the necessary capacity at a suitable position. The Contractor shall be responsible for the cost of removal and reinstatement on completion.

Arrangements will be made for the contractor's staff to use the ablution facilities available on the site provide that they are kept in a clean condition and the contractor takes responsibility for breakages caused by his employees.

The Employer is not able to assist with telecommunication facilities and the Contractor shall make his own arrangements for whatever telephone and facsimile facilities he may require.

b) Facilities provided by the Contractor

It is not envisaged that the Contractor will require a permanent campsite, with offices, storage or workshop facilities. Should establishment of any temporary facilities be required to enable the Contractor to carry out any aspect of the work, then the location and extent of such facilities shall require prior approval of the Employer's Agent

The Contractor will not be required to provide an office, telephone, vehicle or any other facilities or equipment for the exclusive use of the Employer, the Employer's Agent or their staff.

c) Notice Boards

A notice board is not required, nor will the Contractor be permitted to erect his own advertising board.

2.2.7 SITE USAGE

The Contractor shall restrict his operations to the immediate vicinity of the work being carried out and he shall not be permitted to unnecessarily obstruct or impact on other adjacent areas.

2.2.8 PERMITS AND WAY LEAVES

Permits and way leaves are required for work on the IDZ services.

2.2.9 ALTERATIONS, ADDITIONS, AND EXTENSIONS TO EXISTING WORKS

Wherever the Contractor is required to carry out new construction to lines and levels based on or tying into existing infrastructure, he shall first check that the information provided for the existing works is accurate and correct. Should there be any discrepancies as regards position, or defects in the quality of the existing work which may affect the proposed work, then the Contractor shall report these to the Employer's Agent and request clarification prior to proceeding with the new construction.

2.2.9.1 Survey and Setting Out

The Contractor shall be solely responsible for the survey and setting out of any new work.

2.2.10 MANAGEMENT

2.2.10.1 Management of The Works

a) Planning and Programming

Within 14 days of the Commencement Date and prior to commencement of any operations on site, the Contractor shall prepare and submit to the Employer's Agent a Maintenance Plan that provides full details of the sequence and timing of the scheduled inspections and maintenance activities required in terms of the contract. This shall cover the entire contract period, and shall be amended and revised as necessary until approved by the Employer's Agent

In addition, one week before the end of each month, the Contractor shall submit a list of work to be carried out during the following month, together with the anticipated expenditure, using the relevant items from the Bills of Quantities. The list shall include both scheduled maintenance items and unscheduled additional work items as requested by the Employer's Agent, and shall form the basis of the work to be carried out and paid for during the month. The Contractor shall not be entitled to claim for payment for scheduled items that have not been included in the monthly schedule and approved by the Employer's Agent

b) Sequence of the Works

The sequence of work shall be carried out strictly in accordance with the maintenance plan and monthly schedule as detailed above.

c) Methods and Procedures

Prior to the commencement of any work on the site the Contractor shall submit method statements for each separate maintenance, repair or construction activity that he is required to undertake. The method statements shall be submitted to the Employer's Agent for approval at least 10 days prior to the scheduled start of the activity. The method statements shall set out the procedures to be followed in carrying out the activity and shall include details of compliance with both Occupational Health and Safety and Environmental aspects.

The Contractor shall ensure that his staff and workers are properly trained in the safe and effective use of any equipment, plant or materials necessary to undertake the work.

d) Quality Control

The Contractor shall ensure that the appearance of his staff is neat and tidy, and he shall provide them with appropriate and easily identifiable uniforms, preferably with the Contractor's logo, to enable them to be recognised at all times while on site.

The Contractor shall provide whatever samples of materials are required for approval prior to commencement, and shall undertake all necessary tests that are required in terms of the applicable specification to ensure that his workmanship meets the required standard.

e) Environment

Environmental considerations applicable to this project are detailed in the ELIDZ Construction Environment Management Plan (CEMP).

The Contractor shall ensure that he is fully aware of the requirements of the CEMP and that he understands his responsibilities regarding both his management of the project and the actual construction activities on site.

f) Accommodation of Traffic

The Contractor shall be responsible for the safety of all vehicular and pedestrian traffic affected by his work and shall provide the necessary deviations together with all warning signs, barricading and lighting fully in compliance with the requirements of the SADC Road Traffic Signs Manual.

The Contractor shall maintain access to all buildings and properties affected by his work and shall liaise with the relevant tenants and the IDZ to agree temporary or partial closure of any access point.

g) Other Contractors

Various other maintenance activities and construction contracts will be underway concurrently with this contract. The Contractor may be required to co-ordinate his activities together with the activities of the other contractors, and shall be notified of specific requirements by the Employer's Agent

h) Testing, Completion, Commissioning

Each separate maintenance, repair or construction activity included in the contract shall be fully tested and independently commissioned on completion, and shall immediately thereafter be made available for use by the ELIDZ or the relevant tenant.

i) Communications

All communication of whatever nature shall be through the Employer's Agent. The procedure for call-outs shall be discussed and agreed between the Contractor and the Employer's Agent prior to commencement.

Categorisation of call-outs and relevant response times are described in clause b) above.

j) Key Personnel

Within 14 days of the Commencement Date and prior to commencement of any operations on site, the Contractor shall submit to the Employer or his representative detailed CV's of his key personnel together with their relevant contact details. Should the key personnel not be the same as those included in the tender submission (at the time of contracting or during execution of the services), then the Contractor shall be required to submit for the prior approval of the Employer the names of personnel with equivalent or better qualifications and experience. Failure on the part of the Contractor to do so, shall permit the Client, without prejudice to its other rights, to summarily, and on such terms and notice as it may be deemed fit terminate the agreement.

k) Management Meetings

The Contractor shall be required to attend a monthly meeting during which all aspects relating to the progress, scope, expenditure, OHS and general administration of the contract will be discussed. The Contractor shall ensure that his representative at the meeting has the necessary understanding and authority to make decisions regarding these issues.

l) Payments

All payments to the Contractor shall be by means of electronic transfer and the Contractor shall provide his banking details to the Employer's Agent together with the initial payment claim.

m) Records

The Contractor shall be required to provide a detailed report following each scheduled inspection on an Excel spreadsheet or Word document in both hard and electronic format. The report shall be in a format to be agreed with the Employer's Agent and shall contain the following:

- Results of all routine inspections carried out
- A record of the regular maintenance activities undertaken
- A daily record of resources (both personnel and equipment) utilised on site.

- **ELIDZ Labour Returns**

The report shall be submitted within seven days of the scheduled inspection, and no payment will be made to the Contractor until the report has been received.

In addition the Contractor shall submit a brief report on each item of unscheduled repair work that he is required to carry out.

The report shall be submitted within seven days of completion of the unscheduled item of work, and no payment will be made to the Contractor until the report has been received.

n) **Payment Certificates**

Payment Certificates shall be drawn up in an agreed format based on the bills of quantities and any variation orders authorised. The date for submission of each payment claim shall be agreed with the Employer's Agent. The procedure for preparation of Payment Certificates shall be as follows :

- The actual quantity for each item shall be agreed with the Employer's Agent based on the cumulative total of the previous monthly quantity and the additional work carried out during the month.
- The Contractor shall draw up and submit his claim using the agreed quantities.
- The Employer's Agent shall check the claim and certify the amount to be paid.
- The Contractor shall provide a VAT invoice to the Employer's Agent for the certified amount.
- The Employer's Agent shall submit the claim, the VAT invoice, and the payment certificate to the Employer.
- The Employer undertakes to make payment of all amounts due to the contractor within 30 days from receipt of an invoice from the Employer's Agent.
- All invoices are to be submitted for the attention of the Employer's Agent who will in turn deliver the authorized invoices to Accounts.

o) **Permits**

The Contractor is required to obtain identity tags and access cards from the ELIDZ for all his staff that enter the site. He shall make prior arrangements with the ELIDZ to obtain the tags timeously, as no member of his staff shall be allowed on site without the identity tag clearly displayed. These will be issued by the ELIDZ at no cost to the Contractor.

p) **Proof of Compliance with the Law**

The Contractor shall be required to comply with all regulations and laws of whatever nature that are applicable to his operations throughout the duration of the contract, and shall produce documentary evidence when requested for all aspects, including, but not limited to :

- Valid proof of registration with the Compensation Commissioner
- Proof of registration for income tax and VAT

- Compliance with the Occupational Health and Safety Act and Construction Regulations.

2.2.11 Health and Safety Requirements and Procedures

The Contractor shall comply with all relevant aspects of the Occupational Health and Safety Act together with the Regulations referred to therein, as applicable to the scope of his activities.

Particular attention must be paid to the issuing of the relevant Notices, appointment of responsible people, undertaking Hazard Identification and Risk Assessments, and preparation of a Health and Safety Plan. All necessary documentation shall be prepared and submitted for comment and approval immediately after the contract award and prior to commencement with any work on site.

Specific Health and Safety considerations applicable to this project are detailed in the ELIDZ Occupational Health and Safety Specification.

Method statements submitted for the Contractor's maintenance activities shall include details of compliance with Occupational Health and Safety, and shall be submitted immediately after the contract award.

The Contractor shall ensure that all his personnel are properly inducted with respect to the ELIDZ Occupational Health and Safety standards prior to their undertaking any work within the IDZ premises.

The Contractor shall provide the necessary personal protective equipment and clothing to all staff as necessary for the type of work being carried out.

Wherever the Contractor's staff may be subjected to hazardous substances, excessive dust or noise, then he is to arrange for pre and post-employment medical examinations on the relevant employees.

No member of the Contractor's staff shall be allowed on site while under the influence of alcohol or drugs. Any member of his staff that exhibits any signs of alcohol or drug usage shall be removed from the ELIDZ premises by security staff.

The Contractor shall be responsible for the protection of the public in the areas in which he is working and shall provide barricades and lighting as necessary to ensure their safety. He shall also be responsible for the safe control of traffic wherever his works impact on the existing roadways.

2.2.14 Environmental Management Plan (EMP) Requirements and Procedures

The Contractor shall comply with all relevant aspects of the ELIDZ Construction Environmental Management Plan (CEMP) together with the Regulations referred to therein, as applicable to the scope of his activities.

The ELIDZ CEMP is attached as Appendix B

Particular attention must be paid to the issuing of the relevant Notices, appointment of responsible people, undertaking Environmental Risk Assessments, and preparation of Method Statements for comment and approval prior to commencement with any work on site.

The Contractor shall ensure that all his personnel are properly inducted with respect to the ELIDZ CEMP standards prior to their undertaking any work within the IDZ premises.

2.3 SITE INFORMATION

2.3.1 Existing Services

2.3.2 Existing Buildings

2.3.3 Environmental Restrictions

2.3 SITE INFORMATION

2.3.1 EXISTING SERVICES

All areas within which the Contractor is required to undertake maintenance operations are serviced with the full range of civil, electrical and communication services, most of which are below ground. The Contractor will be issued with drawings showing the positions of the services that are included in the scope of work that comprises his contract. He will be required to determine the position of all other known services which may be affected by his work, by consultation with the Employer's Agent

2.3.2 EXISTING BUILDINGS

Numerous buildings exist within the area in which the Contractor is required to undertake maintenance operations. Should the Contractor require drawings of any existing building to enable him to undertake his activities on site, then he shall request these from the Employer's Agent, who will make the necessary arrangements with the ELIDZ or other consultants for the provision of the record drawings for these buildings.

2.3.3 ENVIRONMENTAL RESTRICTIONS

Certain areas within the ELIDZ have been designated as "Environmentally sensitive areas". Drawings indicating the location and extent of these areas can be obtained by request from the Employer's Agent. Under no circumstances shall the Contractor enter or use these areas for any purpose whatsoever, without the specific written approval of the Employer's Agent

APPENDICES

APPENDIX A

ELIDZ OHS Regulations

APPENDIX B

ELIDZ CEMP