



INDEPENDENT DEVELOPMENT TRUST

VOLUME 1 of 2

TENDERING PROCEDURES, RETURNABLE DOCUMENTS, AGREEMENT AND CONTRACT DATA

REPAIRS AND RENOVATIONS TO GAMBLE STREET HIGH SCHOOL PHASE 2 –

GAMBLE STREET HIGH SCHOOL IN
NELSON MANDELA BAY MUNICIPALITY - KARIEGA, EASTERN CAPE
PROVINCE-**CO-ORDINATES -25.3857747, 33.7658377.**

TENDER NO: DOEEC/15/2023/2024
EMIS NO: 200100238

TENDER CLOSING DATE: 26 OCTOBER 2023 AT 12h00

Independent Development Trust

Palm Square Business Park, Silverwood House
Bonza Bay Road, Beacon Bay
East London
5205

Contact: (043) 711 6000
Name: Ms Licky Mnisi (SCM)
E-mail: LickyM@idt.org.za

Palm Square Business Park, Silverwood House
Bonza Bay Road, Beacon Bay
East London
5205

Contact: (043) 711 6000
Name: Mr Jonga Ngcebetshana (Technical)
E-mail: Jongan@idt.org.za

Bidder:

CIDB Registration Number: **GRADE 7 GB GENERAL BUILDING OR HIGHER**

CSD Registration Number:

Total of the prices inclusive of value added tax: R

Amount in words:

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

INDEPENDENT DEVELOPMENT TRUST

REPAIRS AND RENOVATIONS TO GAMBLE STREET HIGH SCHOOL PHASE 2 - GAMBLE STREET HIGH SCHOOL IN NELSON MANDELA BAY MUNICIPALITY - KARIEGA, EASTERN CAPE PROVINCE

T1.1 Tender Notice and Invitation to Tender

On behalf of the Department of Education, the Independent Development Trust, invites bidders for the **REPAIRS AND RENOVATIONS TO GAMBLE STREET HIGH SCHOOL PHASE 2 - GAMBLE STREET HIGH SCHOOL IN NELSON MANDELA BAY MUNICIPALITY - KARIEGA, EASTERN CAPE PROVINCE**

Mandatory Requirements

Only bidders, who meet the following requirements will be eligible for further evaluation;

- Proof of CIDB registration number – **Grade 7 GB or higher**
- Proof of authority to sign the document must be submitted e.g. company resolution (if there is more than one director)
- Detailed proof of Company registration with Companies Intellectual Property Commission (CIPC) or other authentic proof of company ownership
- Originally certified copies of identity documents for company's director(s). Copies should be certified within 3 months prior the closing date of this bid
- Valid COIDA or FEM certificate number
- Attendance of Compulsory Site Briefing
- Completion of SBD 1, 4, 6.1, 6.2, 8 and 9 **in full**
- Completion of form of offer in the tender document **in full**
- Copy of the Joint Venture (JV) agreement signed by all parties (where JV in use)
- Acknowledgement of Addenda with Financial implications (where applicable)
- Fully and Duly completed detailed Bills of Quantities (BOQ) written in black ink

- Note:**
- (i) Failure to submit any of the above documents / requirements shall result in disqualification of the bid.
 - (ii) If any of the Directors are in the Employment of the State shall result in disqualification of the bid.
 - (iii) If any of its Directors are Listed on the Register of Defaulters shall result in disqualification of the bid.
 - (iv) In the case of a Bidder, who during the last ten (10) years has been Terminated on Previous Contracts with the IDT shall result in disqualification of the bid.

The IDT will assess all bids received based on its procurement policy in the event that information is required from the bidder/s, the IDT reserves its rights to request the information which shall be submitted within seven (7) working days from request and failure to submit will result in disqualification.

Returnable documents required at Bid Award -

- Proof of Central Supplier Database (CSD) registration – CSD Number
- Tax Compliance Letter with a unique pin

Only bidders who are competent in the advertised work and who have achieved the minimum functionality threshold will be evaluated on a **80/20** (Price / Specific Goals) points based on the Preferential Procurement Regulations of 2022, where functionality will be evaluated as follows:

Stage 1:

Functionality area	Points
Previous Experience	35
Qualification and Competency	20
Project Schedule	20
Client References	25
CIDB Rating of Specialist Subcontractors	19
Specialist Subcontractors Professional Registration and Competency	45
Total	164 points
NB: Minimum qualifying functionality threshold is 115 points out 164	

Only bidders who obtain **115 points (70%)** or higher on the functionality threshold will be evaluated further.

Points are allocated for relevant experience on similar construction projects completed in the past 10 years. Similarity refers to projects of similar kind, complexity and value in terms of the CIDB categorization. In support bidders are to complete the "Similar Project Experience" returnable schedule.

Stage 2:

80/20 preferential procurement system to be utilized as per PPPFA 2022. The project is below R50m.

specific goals allocated points in terms of this Bid	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the Bider)
Women	6	
Youth	6	
People with Disabilities	4	
Black	4	
TOTAL POINTS CLAIMED	20	

A compulsory site briefing / clarification meeting will be held on Wednesday, **04 October 2023** at **11h00** at **Gamble Street High School, Kariega** **CO-ORDINATES -25.3857747, 33.7658377..**

Note: Bidders are requested and encouraged to arrive early before the commencement of the briefing session at **11h00 am**. No late arrivals will be allowed in the briefing meeting. (i.e later than **11h15**). An

inspection of the site will follow after the aforementioned compulsory briefing meeting as will be directed in the briefing meeting (site is Gamble Street HS)

IT IS A CONDITION OF THIS TENDER THAT THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO SUBCONTRACT A MINIMUM VALUE OF WORK TO SMME'S EQUAL TO 30% OF THE BUILDING WORKS.

The IDT will conduct a risk assessment on recommended bidder/s. Bidders are requested to price each line item of the Bills of Quantities (BOQ) in black ink. Should the bidder/s be deemed too risky to complete the project based on the IDT's risk assessment report, they will be subjected for further clarification.

Tender Documents may be downloaded from the IDT's website as follows: www.idt.org.za as well as on the e-tenders portal, www.etenders.gov.za, I-Tender on www.cidb.org.za and www.ectreasury.gov.za/tenderbulletins from the **22nd September 2023**. Tenders must only be submitted on the tender documentation that is downloaded from the stipulated websites. The retyping of the tender document is not permitted.

Bidders bidding as joint ventures / consortiums are required to submit an original consolidated B-BBEE certificate from a SANAS accredited verification agency in order to qualify for points for the B-BBEE status level as one entity.

All SCM enquiries relating to this bid must be directed to **Ms Licky Mnisi, Tel. Number: (043) 711 6000 or e-mail: LickyM@idt.org.za** during office hours (08h30 – 17h00) weekdays.

All Technical enquiries relating to this bid must be directed to **Mr Jonga Ngcebetsa, Tel. Number: (043) 711 6000 or e-mail: Jongan@idt.org.za** during office hours (08h30 – 17h00) weekdays

The bid closing date is **26 OCTOBER 2023 by no later than 12h00 am** and bids shall be submitted in the tender box at IDT's EC Regional Office;

Palm Square Business Park, Silverwood House
Bonza Bay Road, Beacon Bay
East London
5205

Telegraphic, telephonic, telex, facsimile, e-mail and late bids **WILL NOT** be accepted.

Bids must only be submitted on the **original bid documentation** issued by the IDT.

Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the Tender Data. (Refer to Section T1.2)

The Independent Development Trust does not bind itself to accept the lowest or any of the bids and reserves the right to accept the whole or any part of the bid.

T1.2 TENDER DATA

INDEPENDENT DEVELOPMENT TRUST

REPAIRS AND RENOVATIONS TO GAMBLE STREET HIGH SCHOOL PHASE 2 - GAMBLE STREET HIGH SCHOOL IN NELSON MANDELA BAY MUNICIPALITY - KARIEGA, EASTERN CAPE PROVINCE

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annexure to this Tender Data.

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

The additional conditions of tender are:

Clause number	Tender Data for BID NO: DOEEC/15/2023/2024
F.1.1	The employer is the Independent Development Trust .

F.1.2	<p>The tender documents issued by the employer comprises:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T1.3 Specifications for the Employment of SMME Subcontractors</p> <p>Part T2: Returnable documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>T2.3 Local Content</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Form of Guarantee</p> <p>C1.4 Adjudicator's appointment</p> <p>C1.5 Waiver of Lien</p> <p>C1.6 Agreement In Terms of Section 37(2) of OHS</p> <p>Part C2: Pricing data</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Bills of quantities</p> <p>Part C3: Scope of work</p> <p>C3.1 Scope of work</p> <p>C3.2 Work Specifications</p> <p>C3.3 Particular Specifications</p> <p>Part C4: Site information</p> <p>C4.1 Site information</p> <p>C4.3 Site Map</p> <p>ANNEXURES</p> <p>Drawings</p>
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Clause number	Tender Data for BID NO: DOEEC/15/2023/2024
F.1.4	<p>The employer's: Independent Development Trust Bonza Bay Road Palm Sqaure Business Park, Silverwood House East London 5205</p> <p>Mr Jonga Ngcebetshana on +27 (0) 43 711 6000. or email to Jongan@idt.org.za</p>
<p>F.2.1</p> <p>F.2.1.1</p> <p>F.2.1.1.1</p> <p>F.2.1.1.2</p>	<p>Eligibility</p> <p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>CIDB Grading</p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must be registered with the CIDB, in a contractor grading designation in accordance with the sum tendered for a Grade 7 GB or higher, class of construction work.</p> <p>Joint ventures are eligible and preferred with particular reference to local participation and as such submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the Grade 7 GB or higher, class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development (CIDB) Regulations is equal to Grade 7 GB or higher, contractor grading designation determined in accordance with the sum tendered for a (GB) General Building class of construction work <p>Key Personnel</p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have the following key personnel in its permanent employment at the close of tender. Alternatively, a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to the "Key Personnel" schedule, Part T2.2: Returnable Schedules.</p> <p>Individuals must be identified for each of the key personnel listed on the "Key Personnel" schedule, Part T2.2: Returnable Schedules.</p> <p>Where the key personnel are no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 5 working days replace the key personnel listed on the "Key Personnel" schedule, Part T2.2: Returnable Schedules with a person with equivalent competencies and subject to approval by the employer.</p> <p>A suitably qualified and experienced construction manager who will be the single-point of accountability and responsibility for the management of the construction works, and who is a holder of a National Diploma in Building Engineering or relevant qualification and with more than 10 years post qualification experience</p>

Clause number	Tender Data for BID NO: DOEEC/15/2023/2024
F.2.6	<p>Acknowledge addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time. If the Addenda has financial implications, failure to acknowledge the addenda may eliminate your bid from evaluation . This is due to incomparability of offers with the rest of the bidders.</p>
F.2.7	<p>Clarification Meeting</p> <p>A compulsory clarification meeting with representatives of the Employer will take place on on site on the following address:</p> <p>Gamble Street High School GAMBLE STREET UITENHAGE 6230</p> <p>Bidders are to meet on site at Gamble Street High School In Kariega Uitenhage, 11h00 on 04 October 2023, failure to attend compulsory briefing meeting will results to immediate disqualification</p> <p>Tenderers must sign the attendance register in the name of the tendering entity. Addenda if any, will be issued to tenders appearing on the attendance register.</p>
F.2.8	<p>Seek clarification</p> <p>Tenderers can request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time date stated in F.2.15.</p>
F2.9	<p>Insurances</p> <p>Refer to contract data for insurance requirments (Section C1.2).</p>
F2.10	<p>Project Duration</p> <p>The Project period is 15 months to be completed.</p>
F.2.11	<p>Alterations to documents</p> <p>Do not make any ALTERATIONS or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such ALTERATIONS. Erasures and the use of masking fluid are prohibited.</p>
F.2.12	<p>Alternative Tender Offers</p> <p>No alternative tender offers will be considered.</p>

F.2.13	Submitting a Tender Offer
F.2.13.4	The tenderer will sign the original of the tender offer.
F.2.13.5	The tenderer will seal the original tender offer (clearly marked “Original Two-envelope system – not applicable
F.2.13.6	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:
F.2.13.7	Employer’s address: EC Regional Office Palm Square Business Park, Silverwood House Bonza Bay Road, Beacon Bay East London 5205 Identification details: Description: REPAIRS AND RENOVATIONS TO GAMBLE STREET HIGH SCHOOL PHASE 2 - GAMBLE STREET HIGH SCHOOL , NELSON MANDELA BAY MUNICIPALITY - KARIEGA in EASTERN CAPE Province, Tender Number DOEEC/15/2023/2024
F.2.13.9	Accept that tender offers submitted by facsimile, e-mail or reproduced will be rejected by the employer. Tender documents must be submitted in an original format as issued by the employer.
Clause number	Tender Data for BID NO: DOEEC/15/2023/2024
F.2.15	Closing Time of Tender
F.2.15.1	The tender closing date is 26 OCTOBER 2023, at 12h00 pm. Location of tender box: EC Regional Office Palm Square Business Park, Silverwood House Bonza Bay Road, Beacon Bay East London 5205 Telephonic, telegraphic, telex, facsimile or e-mailed and late tender offers will not be accepted.
F.2.16	Tender Offer Validity
F.2.16.1	The bidder is required to hold the tender offer valid for a period of 90 calendar days (<i>from the bid closing date</i>).
F.2.19	Inspections, Tests and Analysis Access shall be provided for inspections, tests and analysis as may be required by the employer.
F.2.23	Certificates The bidder is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB) and proof of Registration on the Central Supplier Database (CSD) with a Compliant Tax Status; copy of the tax clearance with Tax Compliance Pin issued by the South African Revenue Services. Where a bidder bids through joint venture formation, such bidder should include a notarised joint venture agreement duly signed by each partner of such joint venture and an original consolidated B-BBEE

	certificate and consolidated CSD registration report. Each partner / member of the joint venture shall submit a Tax Compliance Pin.
F.3.4	Opening of Tender Submissions Tenders will be opened shortly after tender closing.
F3.5	Two-envelope system – not applicable
F.3.1	Evaluation of Tender Offers The procedure for the evaluation of a responsive tender will be in terms of the Preferential Procurement Regulations 2022 on a 80/20 preference point system.
F.3.11.3	The procedure for the evaluation of responsive tenders is Method 4 The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of W_1 is: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R50 000 000 Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

STAGE ONE FUNCTIONALITY CRITERIA FOR GAMBLE STREET HIGH SCHOOL

Functionality Criteria

Variables	Total Points	Criteria	Description Of Criteria	Points
<u>Functionality Points</u>	164			
Previous Experience on similar scale projects	35	Excellent	Points allocated for proven records of accomplishment based on the similar scale of previous projects executed by bidder.	35
		Very good		28
		Good		21
		Satisfactory		14
		Poor		7
		Not acceptable		0
Qualifications & competencies of key staff	20	Very Good	Points allocated for required competencies and qualifications of allocated personnel for the projects in consideration	20
		Good		15
		Satisfactory		10
		Poor		5
		Very poor		1
		Not submitted		0
Project Specific Programme schedule and cash flow	20	Very good	Points allocated for turn-around projects delivery period and detail project submission by bidder/bidder in consideration	20
		Good		18
		Satisfactory		14
		Poor		8
		Unacceptable		0
Client References	25	Excellent	Points allocated for previous client references and submission in relation to nature of work in Relevant Experience (Returnable schedule) of the Bid Document.	25
		Good		20
		Fair		15
		Poor		10
		Very poor		5

Variables	Total Points	Criteria	Description Of Criteria	Points
CIDB Rating of Specialist Subcontractors	19	Excellent	Points allocated for previous client references and submission in relation to nature of work in Relevant Experience (Returnable schedule) of the Bid Document.	19
		Good		15
		Fair		10
		Poor		5
		Very poor		2
Specialist Subcontractors Professional Registration and Competency	45	Excellent	Points allocated for previous client references and submission in relation to nature of work in Relevant Experience (Returnable schedule) of the Bid Document.	45
		Good		35
		Fair		20
		Poor		10
		Very poor		5

Notes:

1. Bidders are required to score minimum of 70 points (70%) for Functionality stated in Bid data.
2. Bidders who fail to meet the required minimum number of points for functionality stated in the Bid data will not be evaluated further.
3. Bidders who fail to submit information as per the returnable schedules will not be allocated points.

Scoring Quality (Functionality)

Functionality area	Points
Previous Experience	35
Qualification and Competency	20
Project Schedule	20
Client References	25
CIDB Rating of Specialist Subcontractors	19
Specialist Subcontractors Professional Registration and Competency	45
Total	164 points
NB: Minimum qualifying functionality threshold is 115 points out 164	

Only bidders who obtain **115 points (70%)** or higher on the functionality threshold will be evaluated further.

Points are allocated for relevant experience on similar construction projects completed in the past 10 years. Similarity refers to projects of similar kind, complexity and value in terms of the CIDB categorization. In support bidders are to complete the "Similar Project Experience" returnable schedule.

Previous/Relevant Experience on Similar Construction Projects (35 points):

Points are allocated for relevant experience on similar construction projects completed in the past 10 years. Similarity refers to projects of similar kind, complexity and value in terms of the CIDB categorization. In support bidders are to complete the "Similar Project Experience" returnable schedule.

Evaluation points will be awarded in terms of the following table:

Number of Similar Construction Projects completed in the last 10 years	Number of points
5	35
4	28
3	21
2	14
1	7
0	0

Value of work evaluation (No points will be allocated for value of works for Civil Engineering Projects, Water, Transport, Traffic Engineering and all Electrical & Mechanical Projects)

Value of work (7 GB or higher)	Rating	Points Allocation
20 m – and above	Very Good	7
15 m – 20 m	Good	5
10 m – 15 m	Satisfactory	3
5 m- 10 m Below	Poor	1

Contracting Document

JBCC Series 2000 PBA May 2018, Edition 6.2

Qualifications and Key Personnel (20 points):

Points are allocated for educational qualifications and professional registration of allocated key personnel for the project under consideration. For each key personnel allocated to the project, the bidders shall submit for following: Curriculum Vitae together with certified proof of qualifications and any professional registration within South Africa.

Evaluation points will be awarded in terms of the following tables:

Highest qualifications and Professional Registration (8 points)

Category	Qualification		Professional Registration	
	Degree/BTech	Diploma	Yes	No
Contract Director/Manager	3	2	1	0
Site Agent/Manager	3	2	1	0
Subtotal number of points	6	4	2	0

Competence of Key Personnel (Subtotal 12 Points)

Category	Experience			
	Between 1- 4 years	Between 4-8years	Between 8-12years	Over 12 years
Contract Director/Manager	2	4	5	6
Site Agent/Manager	2	4	5	6
Subtotal number of points	4	8	10	12

Project Schedule (20 points)

Points are awarded for project duration undertaking as per returnable activity schedule **B1.2**. This represents only key project deliverables and runs from the assumed start date indicated, for purposes of uniformity and ease of comparison.

The submitted Programme must be project specific.

Failure to populate returnable schedule **B1.2** in full will result in zero points awarded, alternatively a properly populated gantt chart will be acceptable (Construction Programme on MS Project or similar is also acceptable).

(NB: Bidders reminded that penalty clause is applicable in the event that bidders offer unrealistically short duration just to score higher points)

The shortest realistic project duration will receive 20 points, with comparative duration awarded points in line with the formula below:

$$\text{PrSc} = 20 \times (\text{Dm}/\text{D})$$

Where:

PrSC = No. of points scored for project schedule

Dm = lowest acceptable comparative project duration in Days

D = Comparative project duration in days of Bid under consideration

Client References (25 points)

The Bidder shall provide details of his performance on each of the previous projects listed in the “Similar Relevant Experience” returnable schedule. Client References” scorecards will be completed by each of the respective Clients for the projects listed in the “Similar Relevant Experience” returnable schedule. Forms not signed, stamped and completed by the client will result in no allocation of points (zero points).

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Program management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

EVALUATION SCHEDULE: CLIENT REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Similar Relevant Experience” returnable schedule. Client References” scorecards will be completed by each of the respective Clients for the projects listed in the “Similar Relevant Experience” returnable schedule. Forms not signed, stamped and completed by the client will result in no allocation of points (zero points).

The following are to be completed by the Client:

PROJECT 1: Name & Scope –

Client Department:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Program management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks to be considered necessary to assist in the evaluation of the contractor?

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Name of Client Representative:

Designation:

Telephone:

Client Signature:.....

Date:

Stamp

EVALUATION SCHEDULE: CLIENT REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the "Similar Relevant Experience" returnable schedule. Client References" scorecards will be completed by each of the respective Clients for the projects listed in the "Similar Relevant Experience" returnable schedule. Forms not signed, stamped and completed by the client will result in no allocation of points (zero points).

The following are to be completed by the Client:

PROJECT 2: Name & Scope –

Client Department:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Program management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks to be considered necessary to assist in evaluation of the contractor?

.....

Name of Client Representative:

Designation:

Telephone:

Client Signature: **Date:**

Stamp

EVALUATION SCHEDULE: CLIENT REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Similar Relevant Experience” returnable schedule. Client References” scorecards will be completed by each of the respective Clients for the projects listed in the “Similar Relevant Experience” returnable schedule. Forms not signed, stamped and completed by the client will result in no allocation of points (zero points).

The following are to be completed by the Client:

PROJECT 3: Name & Scope –

Client Department:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Program management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks to be considered necessary to assist in evaluation of the contractor?

.....

Name of Client Representative:

Designation:

Telephone:

Client Signature: **Date:**

Stamp

EVALUATION SCHEDULE: CLIENT REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Similar Relevant Experience” returnable schedule. Client References” scorecards will be completed by each of the respective Clients for the projects listed in the “Similar Relevant Experience” returnable schedule. Forms not signed, stamped and completed by the client will result in no allocation of points (zero points).

The following are to be completed by the Client:

PROJECT 4: Name & Scope –

Client Department:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Program management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks to be considered necessary to assist in evaluation of the contractor?

.....

Name of Client Representative:

Designation:

Telephone:

Client Signature: **Date:**

Stamp

EVALUATION SCHEDULE: CLIENT REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Similar Relevant Experience” returnable schedule. Client References” scorecards will be completed by each of the respective Clients for the projects listed in the “Similar Relevant Experience” returnable schedule. Forms not signed, stamped and completed by the client will result in no allocation of points (zero points).

The following are to be completed by the Client

PROJECT 5: Name & Scope –

Client Department:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Program management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks to be considered necessary to assist in evaluation of the contractor?

.....

Name of Client Representative:

Designation:

Telephone:

Client Signature: **Date:**

Stamp

EVALUATION SCHEDULE: SIMILAR PROJECT EXPERIENCE

The Bidder shall provide details of his performance on each of the previous relevant projects. Bidders must provide/attach appointment letter and Completion certification in a form of **Practical** or **Final completion** certificate listed under the “**Similar Project Experience**” returnable schedule below.

Failure to complete the table below will result in no points allocated. **No “see attached” will be accepted**

LIST THE <u>FIVE</u> SIMILAR PROJECTS EXPERIENCE COMPLETED BY YOUR FIRM IN THE LAST TEN (10) YEARS			
Name of Project Completed and Scope of work	Name of Project Manager & Telephone no.	Name of Client & Telephone no.	Value of Project
Project 1:			
Project 2:			
Project 3:			
Project 4:			
Project 5:			

Preferential procurement system (20 points)

80/20 preferential procurement system to be utilized as per PPPFA 2022. The project is below R50m.

Variables	Total Points	Criteria	Description Of Criteria	Points
Financial Offer / Price:				
Financial Offer/Price	80	Formula=2 Option 1, $A=(1-\{p-pm/pm\})$	Formula used to calculate financial offer/price points	
		Pm=The comparative Price offer of the mean/average quantifying Bidder		
		P=The comparative offer of the Bid under consideration		

The specific goals allocated points in terms of this Bid	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the Bider)
Women	6	
Youth	6	
People with Disabilities	4	
Black	4	
TOTAL POINTS CLAIMED	20	

LIST OF RETURNABLE SCHEDULES

Returnable Schedules required only for Bid evaluation purposes (certified copies not older than six months or originals of the following documents):

No	Non-Statutory (Non-Compulsory) Requirements	Non-Statutory (Non-Compulsory) Requirements Description
1	Checklist for Bid Submission	Checklist for Bid Submission
2	Details of Bid	Details of Bid
3	Certificate of Compliance with Bid Documentation	Certificate of Compliance with Bid Documentation
4	Letter of Intent to Provide Security / Guarantee	Letter of Intent to Provide Security/ Guarantee from accredited financial institution
5	Litigation History	Litigation History – bidder to disclose all the pending litigations against their company
6	CSD	Central Supplier Database Registration
7	Proposed Project Organogram	Proposed Project Organogram
8	Tax Clearance certificate	Submission of valid Tax compliance status form (PIN)

Notes:

1. Bidders are required to score minimum points of 70 for Functionality stated in Bid data.
2. Bidders who fail to meet the required minimum number of points for functionality stated in the bid data will not be evaluated further.
3. Bidders who fail to submit information as per the returnable schedules will not be allocated point

B1.2 Project Schedule				
Project Start Date		A		
B1.2 (a) Site preparation and fencing				
Item No.	Description of activity	Start Date	Finish Date	No. of Calendar days
		B	C	D
1				
2				
3				
B1.2 (b) Construction of new school facility				
Item No.	Description	Start Date	Finish Date	No. of Calender days
		E	F	G
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
B1.2 (c) Finishing				
Item No.	Description of activity	Start Date	Finish Date	No. of Calendar days
		H	I	J
22	Commissioning of Services; water, sewer, electricity and HAND OVER			
B1.2 (d) Summary: Project Duration				
	Project Start Date	Project Finish / Hand Over Date (P)	Total Number of Calendar Days (I - A)	
	A	I	K	

Record of Addenda to Bid documents

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Identity
number

Bidder

This section must be completed in full and aligned to attachments, organogram submitted failure to do so will result in no allocation of points.

CURRICULUM VITAE OF KEY PERSONNEL (COMPULSORY)
(CVs and Certified Qualifications that are not older than 6 months are required only for site-agent and contract or project manager).

CV FOR CONTRACT OR PROJECT MANAGER

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number:		
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required service:</u>		

Certification:
I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Bider) DATE:.....

CV FOR SITE AGENT

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number:		
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required service:</u>		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

Clause number	Tender Data for BID NO: DOEEC/15/2023/2024
---------------	--

F.3.13	Acceptance of Tender Offers
F.3.13.1	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer is registered on CSD and has submitted an original Copy Tax Clearance Certificate with PIN issued by the South African Revenue Services; b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; c) 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; d) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; e) the tenderer has completed the Declaration of Interest 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 and persons in the employ of the state are not permitted to submit tenders or participate in the contract; f) has completed the Compulsory Supplier Questionnaire - Contractors 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. g) the tenderer has submitted the CIPRO documentation and certified copies of ID's for all members; h) the tenderer completed, signed and witnessed form of offer; i) the tendered is in good standing with Compansition for Occupational Injuries and Disease Act (COID); j) the tenderer has submitted a fully prices Bill of Quantities; k) the tenderer attended a compulsory briefing session and completed attendance register or certificate of attendance is signed by the representative of the Employer.
F.3.14	<p>Notice to Unsuccessful Tenderers</p> <p>Should tenderers not hear from the IDT within ninety (90) calendar days of closure, they should consider their submission unsuccessful. Award will be posted on I-tender/CIDB website within 21 days of award otherwise No written notification directed to each tenderer will be issued by the Employer to unsuccessful tenderers.</p>
F.2.8	<p>Seek clarification</p> <p>Request clarification of the tender documents if necessary by notifying the employer at least five working days before the closing Date stated in the tender data</p>
F.3.18	<p>Provide Copies of the Contract</p> <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> <p>1 The employer is not obliged to accept the lowest bidder.</p>

ANNEXURE F : STANDARD CONDITIONS OF TENDER

(As contained in ADDENDUM F of the CIDB Standard for Uniformity in Construction Procurement)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

- Note:
- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
 - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **Conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **Comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures**F.1.6.1 General**

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system (Not Applicable for this Bid)**F.1.6.3.1 Option 1**

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

In line with the provisions of F.2.3, the tenderer is to ensure that all contents of this bid are well understood for the provision of an accurate and honest bid. If not the tenderer is encouraged to adhere to the provisions of F.2.8. No additional funds shall be provided to the tenderer for errors arising out of this bid document.

F.2.8 Seek clarification

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

The tenderer is encouraged to go through all contents of the tender document as seek clarification where applicable. Any assumptions made by the bidder without prior confirmation by the Employer and his agent shall be at the tenderers own risk.

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 ALTERATIONS to documents

Not make any ALTERATIONS or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such ALTERATIONS. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

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

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings**F.3.1 Respond to requests from the tenderer**

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices.

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

F.3.5 Two-envelope system (N/A)

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and

instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F3.11.1 General

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

F.3.11.2 Method 1: Financial offer	<p>In the case of a financial offer:</p> <ol style="list-style-type: none"> Rank tender offers from the most favourable to the least favourable comparative offer. Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so. Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.
F.3.11.3 Method 2: Financial offer and preferences	<p>In the case of a financial offer and preferences:</p> <ol style="list-style-type: none"> Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8. Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula: $T_{EV} = N_{FO} + N_P$ <p>where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.</p> Rank tender offers from the highest number of tender evaluation points to the lowest. Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated
F.3.11.4 Method 3: Financial offer and quality	<p>In the case of a financial offer and quality:</p> <ol style="list-style-type: none"> Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any. Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula: $T_{EV} = N_{FO} + N_Q$ <p>where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.</p> Rank tender offers from the highest number of tender evaluation points to the lowest. Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated

F.3.11.5 Method 4: Financial offer, quality and preferences	<p>In the case of a financial offer, quality and preferences:</p> <ol style="list-style-type: none"> Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any. Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data: $T_{EV} = N_{FO} + N_P + N_Q$ <p>where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8. N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9..</p> Rank tender offers from the highest number of tender evaluation points to the lowest. Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.
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F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

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

$N_{FO} = W_1 \times A$ where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

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

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to successful tenderers

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

T1.3 SPECIFICATION FOR THE EMPLOYMENT OF SMME SUBCONTRACTORS

D1. SCOPE

This specification governs the employment of all SMME subcontractors.

D2. DEFINITIONS

For the purposes of this section of the Project Specification, the definitions given in the JBCC Conditions of Contract for Construction, the Standard Specifications and the Project Specifications, together with the following additional definitions shall apply:

- (a) **"Contract"** and **"the contract"**: Shall have the meaning assigned thereto in subclause 1.1 of the JBCC Conditions of Contract.
- (b) **"Contractor"** and **"the contractor"**: Without further qualification, shall have the meaning assigned thereto in subclause 1.1 of the JBCC Conditions of Contract for Construction.
- (c) **"Main Contract"**: Any contract for the execution of civil engineering or building or similar construction works, in which the liabilities and responsibilities of the two parties thereto are assigned essentially in a manner which is consistent with that set out in the JBCC Conditions of Contract for Construction 1999 or other similar documents.
- (d) **"Management Team (MT)"**: A team that is set up after award of the contract, consisting of the Contractor, the Engineer, a delegated person from the Employer. The function of the MT will be to consult regarding the management of the subcontracts involving SMMEs. The MT will also evaluate the Contractor's performance regarding the goals set for SMME involvements.
- (e) **"SMME Unit"**: Persons provided by the Employer to monitor the procurement and work of SMMEs and provide limited mentoring services directly to SMMEs.

D3. USING SMMEs

D3.1 Contract Process

After the Award of the Contract the successful Contractor will have to start the process as stipulated in this Project Specification for the involvement of SMMEs to achieve his Tendered SMME Goal. This contract process for subcontracting SMMEs must be completed in accordance of the detailed construction programme of the main contractor for the various works as to ensure momentum of the contract works at all times. The Contractor shall take due cognisance to also programme this SMME contract process in his detailed construction programme. The Contractor, with assistance from the Principal Agent, must undertake the following tasks in approximately the order given below:

- If the SMME has not been identified prior to submission of tender, run a tender or quotation process in consultation with the MT.
- Sign a subcontract agreement for each work activity with the successful SMMEs Tenderer;
- Assist and monitor the SMME Subcontractors and their work output and quality;
- issue a Certificate of Experience to each Subcontractor;
- Go through the tender and appointment phase for new SMMEs upon termination of their contract due to failure by them to perform.

D3.2 Extent of the work to be undertaken by SMMEs

The Contractor shall, when compiling his Tender, identify work to be undertaken by SMMEs to achieve the targets specified for SMME involvement in his tender. The Contractor will note that all work measured in the Bills of Quantities is the Contractor's sole responsibility.

Except for specific Labour Only subcontractors, the SMMEs will be responsible for procuring all required materials, labour, equipment and any other incidentals to undertake the works subcontracted to them.

The Contractor will supervise and manage the SMME work at all times to ensure compliancy with the specifications and drawings.

D4. IDENTIFICATION OF WORK TO BE PERFORMED BY SMMEs

The Contractor shall employ SMME subcontractors to the extent specified in the tender Goal Declaration, or as negotiated with the Contractor upon award. The participation level is determined relative to the value of the Accepted Contract Amount, or as adjusted, excluding Contingencies, Contract Price Adjustment Provisions and Value Added Tax.

During the SMME Tender phase the Contractor in consultation with the SMME Unit shall be responsible for identifying:

- the scope and extent of the works to be included in any particular SMME subcontract;
- the total number of subcontracts to be let;
- the time at which subcontracts will be let; and
- the duration of the subcontract;

in such a manner as will facilitate the achievement of all objectives and principles pertaining to SMMEs use and development as are stated in or as may reasonably be inferred from the conditions of this contract, due cognisance being taken of:

- the prevailing levels, ability, resources and previous experience of the potential candidates available;
- the training and assistance to be provided to the SMMEs in terms of this contract;
- the period allowed in the Appendix to Tender for completion of the contract works and the approved programme of works;
- all constraints and conditions contained in this contract, as may impact upon the subcontract.

D5. TENDER PROCESS FOR SMMEs

Where Provisional Sums have been allowed for SMME participation the tender process for the SMMEs will be conducted in one phase only.

SMMEs sourced through a competitive process in conjunction with the Employer's SMME Unit and the MT shall not be considered as Nominated Subcontractors unless specifically directed by the Employer.

D5.1 Tender invitation

A minimum of 3 (three) prices are to be obtained for each subcontract to be performed by SMMEs.

The IDT database of registered service providers [Contract Development Programme (CDP)] is to be used to solicit tenders. The Contractor may also use other sources, provided that respondents do subsequently register on the database.

D5.2 Compilation and issue of enquiry documents

The Contractor with assistance of the SMME Unit, shall compile the enquiry documents in such a manner that it will facilitate the achievement of all objectives and principles pertaining to SMMEs use and development as stated in or as may reasonably be inferred from the conditions of this contract.

All tender documentation shall be issued by the Contractor with all copies of tender documents compiled deemed to be included in the tendered rates under D10.

D5.3 Assistance to the SMMEs

- (a) The Contractor shall be responsible for ensuring that prospective SMME Tenderers fully comprehend the:
- implications of the liabilities and responsibilities inherent in the particular basic level of subcontract applicable;
 - implications of the tendered rates;
 - scope and extent of the portion of the works included in the subcontract;
 - proper procedures for the submission of the tenders;
 - procedures and basis on which tenders will be adjudicated and the subcontract awarded.
- (b) The Contractor shall, in addition to the requirements of subclause 21.0 of the JBCC Conditions of Contract for Construction, guide, assist and mentor all eligible potential SMMEs wishing to submit tenders, in the proper completion and submission of their particular tenders, provided always that such assistance, guidance and mentoring by the Contractor shall:
- (i) be given at a level and to the extent which is commensurate with the particular basic level of subcontract applicable, due cognisance being taken of the capability which could reasonably be expected of potential SMMEs eligible to submit tenders for the particular level of subcontract applicable;
 - (ii) be given in a manner which is neither prescriptive, dictatorial, nor coercive towards the party wishing to submit the tender;
 - (iii) be given in a manner which does not unfairly prejudice or favour any particular eligible party wishing to submit a tender,

all with the view to enabling all interested SMMEs to submit valid, balanced, rational tenders.

- (a) The contractor is to appoint an SMME mentor.
The mentor is to be a qualified Tradesman – CV to be provided to the to the PA and Health and Safety consultant for approval

The mentor needs to have experience of at least 10 years in the build environment:

- (i) Capable of reading and implementing construction documentation
- (ii) Quality control
- (iii) Programming of works
- (iv) With on-site experience
- (v) Supervisory role / Foreman/ Team leader

D5.4 Adjudication

- (a) The Contractor shall receive all tenders at a location identified by him with all sealed tender submissions to be placed in a proper tender box for this purpose.
- (b) All tenders received shall be evaluated by the Contractor and MT for final approval.
- (c) The SMME Unit shall have the right to interview any tenderer for the purpose of:
- clarifying any aspect of the tender;
 - verifying the eligibility of the tenderer;
 - querying abnormally high or low rates and prices, and
 - clarifying rates and prices which are not in balance with other tendered rates and prices.

- (d) The Contractor shall provide all reasonable opportunity to such tenderers who have been interviewed, to correct obvious and patent errors, provided always that this can be achieved without altering the total tendered sum.
- (e) After the Award the Employer reserves the right to review the transparency of the Contractor's SMME subcontracting and award process.

D5.5 Award of Tenders

The Contractor shall explain his evaluation process of adjudication to all Tenderers and motivate his method of award if it may be necessary at any given time.

The successful Contractor will award the work to the successful SMME Tenderer, where after a subcontract agreement will be signed between the Contractor and the successful SMME Tenderer.

D6. TERMS AND CONDITIONS OF SUBCONTRACT AGREEMENTS

D6.1 Contractual Obligations

In accordance with the provisions of Sub-Clause 21.0 of the JBCC Conditions of Contract for Construction and subject always to the further provisions of this specification, the terms and conditions of each subcontract agreement shall be as mutually agreed in writing between the Contractor and the SMME.

Each subcontract agreement, which is entered into by the Contractor in accordance with the requirements of this specification, shall contain terms and conditions, which assign the responsibilities and liabilities of the two parties to the subcontract.

The terms and conditions of the subcontract agreement shall further ensure the provisions of this contract pertaining to:

- (a) the allowable sources from which workers may be drawn in terms of the contract;
- (b) the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract works; and
- (c) any training to be provided to the temporary workforce;

shall apply as is in respect of all workers engaged and employed by any SMME.

D6.2 Compilation

The Contractor shall be responsible for the compilation of each subcontract agreement and ensuring that the terms and conditions are consistent with all requirements thereof, as are specified in or reasonably to be inferred from the provisions of this Contract. All costs associated with the tender process including the conclusion of the agreement are for the Contractor's account.

In addition to the provisions of subclause 21.0 of the JBCC Conditions of Contract for Construction, the final terms and conditions of each subcontract agreement shall be subject to the approval of the SMME Unit, which approval shall be obtained by the Contractor prior to entering into the subcontract.

The Contractor may not enter into any subcontract that contains terms more onerous or disproportionate to the risks inherent in the main contract for either the SMME or the Contractor.

The Contractor is required to use a standard form of subcontract and follow recommended practice contained in the CIDB Best Practice Guideline #D1 March 2004 Edition 1 of CIDB Document 1012, or as later amended, where not in conflict with this project documentation.

D7. CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTED SMMEs

The Contractor shall closely manage and supervise all SMMEs and shall manage, guide and assist each SMMEs in all aspects of management, execution and completion of his subcontract. This shall typically include assistance with planning his works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures, etc. The extent and level of such management, guidance and assistance, to be provided by the Contractor shall be commensurate with the basic level of subcontract applicable and shall be directed at enabling the SMMEs to achieve the successful execution and completion of his subcontract. Payment for such on-going assistance is deemed to be included in the rate tendered for the administrative cost of SMMEs.

D7.1 Dispute Avoidance and Resolution Procedures

The Contractor shall at all times:

- (a) apply the terms and conditions of the subcontract fairly and justly, taking due cognisance of the level of sophistication and experience of the particular SMME concerned, as well as the level of subcontract applicable;
- (b) closely manage and supervise all SMMEs and wherever feasible, shall give reasonable warning to SMMEs when any contravention of the terms of the subcontract has occurred or appears likely to occur. The Contractor shall, whenever feasible, give the SMMEs reasonable opportunity to make good any such contravention, or to avoid such contravention and shall render all reasonable assistance to the SMME in this regard.

When taking any disciplinary actions or imposing any penalties as are provided for in the subcontract, the Contractor shall explain fully to the SMMEs that such actions are provided for in the subcontract.

If any dispute should arise between the Contractor and a SMME such dispute shall be resolved in accordance with the provisions of the subcontract.

D7.2 Quality of Work and Performance of the Subcontractor

If the Subcontractor, in the opinion of the Principal Agent, fails to comply with the criteria as listed below, the Principal Agent shall issue a written warning to the Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Employer. These criteria are as follows:

- (a) Acceptable standard of works as set out in the specifications in the subcontract tender document
- (b) Progress in accordance with the time constraints in the Subcontractor's tender document
- (c) Punctual and full payment of the workforce and suppliers
- (d) Site safety
- (e) Environmental impacts.

The Subcontractor shall have 14 days from the date of receipt of the letter of warning by the Contractor to satisfactorily address the issues raised by the Principal Agent, with the exception of point (d), for which the response time shall be 24 hours. Failure to do so, will be sufficient grounds for the Contractor to terminate the contract provided the SMME Unit is satisfied that the Contractor has made every effort to correct the performance by the Subcontractor.

D7.3 PAYMENT TO SMMEs

1. SMME subcontractors are to be invited to submit their payment applications monthly and are to be paid by the Contractor within 14 (fourteen) days of invoice.
2. Payment to SMMEs may not be delayed pending payment of the Contractor by the Employer.

3. Payment to SMMEs may not be subjected to set off costs unless provided for in law, and not exceeding 5% of the payment, unless approved by the Employer.
4. Payment to SMMEs may not be discounted for early payment.
5. The Contractor must acknowledge and honour cessions in favour of recognised financiers or suppliers of the SMME.

D8. CONTRACTOR'S DUTIES UPON COMPLETION OF EACH SUBCONTRACT

The Contractor shall, on the completion of each and every subcontract completed in accordance with the provisions of this specification, issue free of charge to the SMME within 7 days of the completion of the subcontract, a Certificate of Experience on a single A4 page stating:

(a) Contract data:

- (i) Contract title;
- (ii) Contractor's full name and address;
- (iii) Principal Agent's name and address;
- (iv) Employer's name;

(b) Subcontract data:

- (i) SMME name and address;
- (ii) Scope or extent of the subcontract works;
- (iii) Value of the subcontract works;
- (iv) Applicable level of the subcontract;
- (v) Duration of the subcontract;
- (vi) Date of completion of the subcontract;
- (vii) Description of the training undergone by the SMME;

(c) Certifying the SMMEs completion of the subcontract.

The format, layout and appearance of certificates issued shall be at the Contractor's discretion, provided always that they shall be respectable and presentable in accordance with the general standards of normal business practice. All certificates issued shall be co-signed by the Principal Agent and a senior representative of the Contractor, who has been duly authorised thereto.

D9. CONTRACTOR'S LIABILITY

- D9.1** No provision or requirement set out in this specification shall be deemed to relieve the Contractor of any liability or obligation under the contract, and in accordance with the provisions of Clause 21.0 of the JBCC Conditions of Contract for Construction, the Contractor shall be fully liable for the acts, defaults and neglects of any SMMEs, his agents or employees, as fully as if they were the acts, defaults and neglects of the Contractor, his agents or employees.
- D9.2** Any failure or neglect by the Contractor to comply with the provision of the specifications, or any omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in the specifications, shall be deemed to constitute a warrant for the Principal Agent to act in terms of Clause 21.6 of the JBCC Conditions of Contract for Construction.
- D9.3** The Contractor shall be required to appoint an SMME Construction manager, who will be responsible to assist SMMEs as and when required. The SMME Construction Manager's duties are specified in Project Specifications - PSA 5.9

D10. PERFORMANCE GUARANTEE

- D10.1** Performance guarantees for 10 (ten) percent of the accepted SMME subcontract value will be required from SMME's whose subcontracts exceed R 500 000.00 (excluding VAT). Where such guarantees are provided by SMME subcontractors the return of same will be related to the time when the work carried out by the SMME subcontractor is complete to the satisfaction of the Contractor and the Principal Agent.

D11. RETENTION

- D11.1** Retention on SMME subcontractors, whose subcontract value is less than R 1 000 000.00 (One Million Rand), will be released 3 months after the subcontract work carried out by the SMME is complete to the satisfaction of the Contractor and the Principal Agent.

D12. MEASUREMENT AND PAYMENT

An item has been measured in the Preliminaries allowing the Contractor to price for the cost of the Contractor to manage and supervise the SMMEs during the execution of their works. The price tendered will be deemed to include all incidentals by the Contractor to comply with the conditions of this specification. No other claims will be entertained should SMMEs affect the contract works in any way, and the Contractor shall deem to include such effects in the handling cost percentage for the different SMME work packages above.

D13. SUBCONTRACTING BY SUBCONTRACTORS

The Contractor is not to permit SMME subcontractors to further subcontract on any other conditions than those applying in the project specification to subcontractors or SMME subcontractors.

SPECIFICATION FOR THE EMPLOYMENT OF SUBCONTRACTORS**E1. SCOPE**

This specification governs the employment of all subcontractors that **are not SMMEs**, and where not specified elsewhere in the tender documents.

E2. TERMS AND CONDITIONS OF SUBCONTRACT AGREEMENTS

In accordance with the provisions of Clause 21.0 of the JBCC Conditions of Contract for Construction and subject always to the further provisions of this specification, the terms and conditions of each subcontract agreement shall be as mutually agreed in writing between the Contractor and the subcontractor.

Each subcontract agreement, which is entered into by the Contractor in accordance with the requirements of this specification, shall contain terms and conditions, which assign the responsibilities and liabilities of the two parties to the subcontract.

The terms and conditions of the subcontract agreement shall further ensure the provisions of this contract pertaining to:

- (a) the allowable sources from which workers may be drawn in terms of the contract;
- (b) the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract works; and

(d) any training to be provided to the temporary workforce;

shall apply as is in respect of all workers engaged and employed by any subcontractor.

The Contractor shall be responsible for the compilation of each subcontract agreement and ensuring that the terms and conditions are consistent with all requirements thereof, as are specified in or reasonably to be inferred from the provisions of this Contract.

In addition to the provisions of clause 21.0 of the JBCC Conditions of Contract for Construction, the final terms and conditions of each subcontract agreement shall be subject to the approval of the Employer, which approval shall be obtained by the Contractor prior to entering into the subcontract.

The Contractor may not enter into any subcontract that contains terms more onerous or disproportionate to the risks inherent in the main contract for either the subcontractor or the Contractor.

The Contractor is required to use a standard form of subcontract and follow recommended practice contained in the CIDB Best Practice Guideline #D1 March 2004 Edition 1 of CIDB Document 1012, or as later amended, where not in conflict with this project documentation.

E3. CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTORS

The Contractor shall closely manage and supervise all subcontractors.

The Contractor shall ensure that subcontractors are fully aware of the project specifications in respect of Health and Safety, Environmental, and Labour Management matters.

E4. PAYMENT TO SUBCONTRACTORS

1. Subcontractors are to be invited to submit their payment applications monthly and are to be paid by the Contractor within 30 (thirty) days of invoice.
2. Payment to subcontractors may not be delayed pending payment of the Contractor by the Employer.
3. Payment to subcontractors may not be subjected to set off costs unless provided for in law, and not exceeding 5% of the payment, unless approved by the Employer.
4. Payment to subcontractors may not be discounted for early payment.
5. The Contractor must acknowledge and honour cessions in favour of recognised financiers or suppliers of the subcontractors.

E5. CONTRACTOR'S LIABILITY

No provision or requirement set out in this specification shall be deemed to relieve the Contractor of any liability or obligation under the contract, and in accordance with the provisions of Clause 21.0 of the JBCC Conditions of Contract for Construction, the Contractor shall be fully liable for the acts, defaults and neglects of any subcontractor, his agents or employees, as fully as if they were the acts, defaults and neglects of the Contractor, his agents or employees.

Any failure or neglect by the Contractor to comply with the provision of the specifications, or any omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in the specifications, shall be deemed to constitute a warrant for the Principal Agent to act in terms of Clause 21.0 of the JBCC Conditions of Contract for Construction.

E6. PERFORMANCE GUARANTEE

Performance guarantees for up to 10 (ten) percent of the accepted subcontract value may be required where subcontracts exceed R 500 000.00 (excluding VAT). Where such guarantees are provided by subcontractors the return of same will be related to the time when the work

carried out by the subcontractor is complete to the satisfaction of the Contractor and the Principal Agent.

E7. RETENTION

Retention on subcontractors, whose subcontract value is less than R 1 000 000.00 (One Million Rand), will be released 3 months after the subcontract work carried out by the subcontractor is complete to the satisfaction of the Contractor and the Principal Agent.

E8. SUBCONTRACTING BY SUBCONTRACTORS

The Contractor is not to permit subcontractors to further subcontract on any other conditions than those applying in the project specification to subcontractors or SMME subcontractors.

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

List of returnable documents are for ensuring that everything the employer requires a tenderer to submit with his tender is included in, or returned with, his tender submission. Tick below if returnable document is attached or completed properly.

#	LIST OF RETURNABLE DOCUMENTS	TICK IF ATTACHED
T2.1.1	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022	
T2.1.2	Valid VAT Certificate	
T2.1.3	CSD Registration	
T2.1.4	Copy Tax Clearance Certificate	
T2.1.5	Joint Venture Agreement Between Parties (If applicable)	
T2.1.6	Parties Cancelled Cheque or Original Letter From Bank	
T2.1.7	Letter from the Bank Stating All Signatories	
T2.1.8	Identity Documents (Original Certified Copy)	
T2.1.9	Contractor's Copy of Registration of Incorporation or Company Registration Documents	
T2.1.10	CIDB Registration	
T2.1.11	Copy of a Letter of Goodstanding with Compansation For Occupational And Injuries Dieses Act (COID) Registration Certificate	
T2.1.12	Compulsory Enterprise Questionnaire (if applicable)	
T2.1.13	Declaration of Interest SBD 4	
T2.1.14	Certificate of Independent Bid Determination SBD 9 in Full	
T2.1.15	Declaration of Bidder's Past Supply Chain Management Practices SBD 8 in full	
T2.1.16	Signed Certificate of Attendance At Compulsory Briefing	
T2.1.17	Certificate of Authority For Signatory	
T2.1.18	Record of Addenda to The Tender Documents (If applicable)	
T2.1.19	Tenderer's Financial Standing	
T2.1.20	Amendments, Qualifications And Alternatives	
T2.1.21	Socio Economic Upliftment Strategy	
T2.1.22	Contractor's Health And Safety Declaration	
T2.1.23	Safety Health Environmental And Quality Management System (SHEQ) Plan	
T2.1.24	Project Experience	
T2.1.25	Letters of Appointment, and Relevant Completion Certificates (Practical Completion, Work Completion & Final Completion)	
T2.1.26	Client References	
T2.1.27	Key Personnel	
T2.1.28	Preliminary Programme Schedule	
T2.1.29	Schedule of Plant And Equipment	
T2.1.30	Fully Priced Bill of Quantities	

MANDATORY DOCUMENTS:	
Id	Details
1	Proof of Central Supplier Registration (CSD)
2	Valid Tax Clearance Certificate / Tax Pin to verify Tax Compliance Status
3	For Joint Venture parties ,Proof of Consolidated CSD ,TCC
4	Valid and Active CIDB Grading of 7 GB and above (or higher)
5	Completion and signing of all the attached SBD Forms (SBD 1, SBD 4, SBD 6.1, SBD 6.2, SBD 8, SBD 9)
6	Valid COIDA Certificate
7	Completion, Signing and witnessing the Priced Form of Offer (Words & Numerically)
8	JV Agreement signed by all parties (where applicable) and also indicating % share split
9	Proof of attendance of Compulsory Site Briefing Meeting

T2.A RETURNABLE SCHEDULES (ALL COMPULSORY)

T2.1A RETURNABLE SCHEDULES

Contains documents that the tenderer is required to complete for the purpose of evaluating tenders and other schedules which upon acceptance become part of the subsequent contract.

#	QUALITY EVALUATION SCHEDULES
T2.1.24	Safety Health Environmental And Quality Management System (SHEQ) Plan
T2.1.25	Project Experience
T2.1.26	Client References (Refer to page 80 for template for Client Reference)
T2.1.25	Letters of Appointment, and Relevant Completion Certificates (Practical Completion, Work Completion & Final Completion)
T2.1.27	Key Personnel (Refer to page 87 for template for Key Personnel)
T2.1.28	Programme Schedule (Showing sectional completion where relevant)
T2.1.29	Schedule of Plant And Equipment
T2.1.31	Financial Standing (Previous year Audited Financials)

RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)

Record of Addenda to Tender Documents
Declaration Concerning Fulfillment of the Construction Regulations, 2003
First Programme and Method Statement
Preliminary Health and Safety Plan 4 completion)
Form of offer and acceptance
Contract data
Forms of securities

SBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DOEEC/15/2023/2024	CLOSING DATE: 26 OCTOBER 2023		CLOSING TIME:	11H:00
DESCRIPTION	REPAIRS AND RENOVATIONS TO GAMBLE STREET HIGH SCHOOL PHASE 2 - GAMBLE STREET HIGH SCHOOL IN NELSON MANDELA BAY MUNICIPALITY - KARIEGA , KWAZULU NATAL PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Palm Square Business Park, Silverwood House					
Bonza Bay Road, Beacon Bay					
East London					
5205					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Licky Mnisi		CONTACT PERSON	Jonga Ngcebetshana	
TELEPHONE NUMBER	+27 (0) 43 711 6000.		TELEPHONE NUMBER	+27 (0) 43 711 6000.	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	LickyM@idt.org.za		E-MAIL ADDRESS	Jongan@idt.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B**TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

SBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	
PRICE	90	80
SPECIFIC GOALS	10	20
TARGETED GROUP		
Women	3	6
Youth	3	6
People with Disabilities	2	4
Black	2	4
Total points for Price and SPECIFIC GOALS	100	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”**
means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of

income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	3	6		
Youth	3	6		
People with Disabilities	2	4		
Black	2	4		

Source Documents to be submitted with the Bid or RFQ

- *CIPC Document (Company Registration Document will be required for verification (CIPC DOC))
- *Woman (Originally Certified ID Document)
- *Youth (Originally Certified ID Document)
- *People with Disability (Letter from the Dr. Confirming the Disability)
- *Black Ownership (Originally Certified ID Document)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited

- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....

T2.1.3 VALID VAT CERTIFICATE

Attached hereto is my / our original valid certified copy of my / our VAT registration certificate. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered for VAT.

T2.1.4 CSD REGISTRATION -TAX CLEARANCE CERTIFICATE WITH PIN

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

"Tax clearance certificate

16. No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."

2. The ST 5.1 form: Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a **Tax Clearance Certificate that will be valid for 6 months from date of issue, unless otherwise indicated on the certificate issued by SARS. This Tax Clearance Certificate must be submitted in the original as an integral part of the tender.**

Consortium / Joint Venture must also register as JVs on CSD.

Bidders are to ensure they are registered on the Central Supplier Database (CSD).

3. An **example** of the Application for Tax Clearance Certificate which Tenderers may use to apply for the Tax Clearance Certificate is included hereafter and is available at any Receiver's Office.

T2.1.4 TAX CLEARANCE CERITFICATE

[Tax Clearance Certificate with PIN]

T2.1.5 JOINT VENTURE AGREEMENT BETWEEN PARTIES

Attached hereto is our duly signed, notarised Joint Venture Agreement. Our failure to submit the agreement with our tender document will lead to the conclusion that the joint venture has not been formally formed and all parties were not involved in the tender process.

T2.1.6 CANCELLED CHEQUE OR ORIGINAL LETTER FROM BANK

Attached hereto are my / our original cancelled cheques or an original letter from my / our bank confirming our banking details. My / our failure to submit the cheque or letter with my / our tender document will lead to the conclusion that the banking details could not be confirmed with the bank.

T2.1.7 LETTER FROM THE BANK STATING ALL SIGNATORIES

Attached hereto is my / our letter from my / our bank stating all signatories on our account. My / our failure to submit the letter with my / our tender document will lead to the conclusion that any one person within my entity can sign all official documents at the bank.

T2.1.8 IDENTITY DOCUMENTS

Attached hereto are my / our original certified copies not older than 3 months of my / all owners / directors / members / shareholders identity documents.

**T2.1.9 CONTRACTOR'S COPY OF REGISTRATION OF INCORPORATION OR
COMPANY REGISTRATION DOCUMENTS**

Attached hereto is my / our original certified copies of company registration of incorporation or company registration documents. My failure to submit the copy with my / our tender document will lead to the conclusion that I am / we are not registered as claimed.

T2.1.10 CIDB REGISTRATION CERTIFICATE

Attached hereto is my / our registration certificate with the Construction Industry Development Board. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered with CIDB.

NOTE: The CIDB can be contacted or visited on www.cidb.org.za for more information and registration. Obtain a "Code of Conduct for all parties engaged in construction procurement" for you information.

T2.1.11 COPY OF A LETTER OF GOODSTANDING WITH COMPANSATION FOR OCCUPATIONAL INJURIES AND DIESES ACT (COIDA) REGISTRATION CERTIFICATE

Attached hereto is my / our certified copy of A LETTER OF goodstanding with the Compensation for Occupational Injuries and Diseases, e.g. letter of good standing. My / our failure to submit the certificate with your tender offer will lead to the conclusion that your entity/ company is not registered with COIDA.

T2.1.12 COMPULSORY ENTERPRISE QUESTIONNAIRE**Section 3: CIDB registration number, if any:****Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: 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:

- | | |
|--|---|
| <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 official of any municipality or municipal entity | |

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

*insert separate page if necessary

Section 7: 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 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 |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | |
| <input type="checkbox"/> a member of the board of directors of | |

- any municipal entity or provincial public entity
☐ an official of any municipality or ☐ an employee of Parliament or a provincial legislature
 municipal entity

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

*insert separate page if necessary

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

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

Date

Signed

Name

Position

Enterprise
name

SBD 4**T2.1.13 DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

- 2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1If so, furnish particulars.

.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

.....
.....
.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 9**T2.1.14 CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SBD 9

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.1.15 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.1.16 CERTIFICATE OF ATTENDANCE AT COMPULSORY BRIEFING

This is to certify that (*tenderer*)
of (*address*)
..... was represented by the person(s)
named below at the compulsory meeting held for all tenderers at (*location*)
..... on (*date*)..... starting at (*time*)

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name:	Signature:
Capacity:	Identity number:
Name:	Signature:
Capacity:	Identity number:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name:	Signature:
Capacity:	Date and Time:

T2.1.17 AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on20.....,

Mr/Mrs/Ms.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

.....
(PRINT NAME)

SIGNATURE OF SIGNATORY: DATE:

WITNESSES: 1.....

2.....

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the sole owner of the business trading as.....
.....

SIGNATURE..... **DATE**.....

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every Partner :

Full name of partner	Residential address	Signature
.....
.....
.....

We, the undersigned partners in the business trading as hereby authoriseto sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

..... SIGNATURE SIGNATURE SIGNATURE
..... DATE DATE DATE

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20.....
at..... Mr/Mrs/Ms....., whose signature
appears below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation)
.....

SIGNED ON BEHALF OF CLOSE CORPORATION :

.....
(PRINT NAME)

IN HIS/HER CAPACITY AS**DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES: 1.....

2.....

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20.....

at.....

Mr/Mrs/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative)
.....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.....

2.....

F JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....
Mr/Mrs/Ms.....,Mr/Mrs/Ms.....
Mr/Mrs/Ms.....and Mr/Mrs/Ms.....
(whose signatures appear below) have been duly authorised to sign all documents in connection with
this bid on behalf of:(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME).....

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs/Ms.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE: **DATE:**

T2.1.18 RECORD OF ADDENDA TO THE 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
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		

Attach additional pages if more space is required.

Signed

Date

Name

ID number

Position

Tenderer

T2.1.19 TENDERER'S FINANCIAL STANDING

The Tenderer shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder: _____

Name of Bank : _____ Branch : _____

Account number : _____ Type of account : _____

Telephone number : _____ Facsimile number : _____

Name of contact person (at bank : _____

Failure to provide either the required bank details or a certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

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: _____ IDENTITY NUMBER: _____

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

T2.1.20 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

[Notes: (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;
(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.
(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.
(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer for a discount may have to be disregarded. Only unconditional discounts will be considered]

SIGNATURE: IDENTITY NUMBER:

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

T2.1.21 SOCIO ECONOMIC UPLIFTMENT STRATEGY

Attached hereto are my / our proposed socio economic upliftment strategy. The strategy will as a minimum address items such as skills upliftment, training, sub contracting, skilled and semi-skilled labour employment, procurement of local labour and materials, employment of woman, youth and disabled, etc.

Notes:

- a) The developer has a commitment to utilising the local community resources and labour, and as such preference will be shown to bidders who prioritise local employment.
- b) As part of the tender documentation a methodology is to be submitted proposing as to how the main contractor will deal with the social economic expectations of the surrounding community.

The proposal is to allow for a suitable employment ratio of local community members and any additional measures that will enable future local community upliftment.

- c) The main contractor is required to familiarise himself with the community and local authority to ascertain for himself the full extent of the community's requirements and minimum wages.
- d) The contractor shall appoint a community liaison officer and shall be responsible for all community negotiations etc.

T2.1.22 PROPOSED SUB-CONTRACTORS

I/We hereby notify you that it is my/our intention to employ the following domestic sub-contractors for work on this contract, to be appointed and finalised after the award of the contract, apart from client's identified SMME packages.

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. I/We confirm that all subcontractors who are contracted to construct a house or building, are registered as home builders with the National Home Builders Registration Council.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	COMPANY REGISTRATION No. AND CIDB CLASSIFICATION	DESCRIPTION OF WORK TO BE EXECUTED BY SUBCONTRACTOR	VALUE OF SUBCONTRACT WORK

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

T2.1.23 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorized by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I could be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 33 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 4 of the OHSA 1993 Construction Regulations 2014 before I could be allowed to proceed with any work under the contract.

SIGNATURE: _____ IDENTITY NUMBER: _____

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

T2.1.24 EVALUATION SCHEDULE: SAFETY HEALTH ENVIRONMENTAL AND QUALITY MANAGEMENT SYSTEM (SHEQ) PLAN

Attached hereto are my / our SHEQ Plan, all in compliance with the Health and Safety Specification – Annexure A or Letter of Undertaking from a Qualified OHS Consultant

(PLEASE ATTACHED HERE)

T2.1.25 EVALUATION SCHEDULE: PROJECT EXPERIENCE

The Tenderer shall provide details of his relevant experience on similar large-scale projects above R100mil completed in the past 10 years. In support tendreres are to complete the “Project Experience” schedule below and attach thereto copies of (a) Letters of Appointment, and (b) all the relevant Completion Certificates (practical completion, work completion & final completion)

PROJECT NAME	BRIEF PROJECT DESCRIPTION	PROJECT VALUE (Excl VAT)	START DATE	COMPLETION DATE
A.				
B.				
C.				

T2.1.26 EVALUATION SCHEDULE: LETTERS OF APPOINTMENT, AND RELEVANT COMPLETION CERTIFICATES (PRACTICAL COMPLETION, WORK COMPLETION & FINAL COMPLETION)

Tenderer is to attach all letter of appointment and completion certificate corresponding to the project listed in T1.2

T2.1.26 EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Client Reference Scorecards" will be completed by each of the respective Clients for the projects listed in the "Relevant Experience" returnable schedule.

REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate.

PROJECT A:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Very poor	Poor	Fair	Good	Excellent
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

Principal Agent Firm:

Telephone:

PA Signature:

Date:

Client Signature:

Date:

Stamp

T2.1.26 EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate.

PROJECT B:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Very poor	Poor	Fair	Good	Excellent
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

Principal Agent Firm:

Telephone:

PA Signature: **Date:**

Client Signature: **Date:**

Stamp

EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate.

PROJECT C:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Very poor	Poor	Fair	Good	Excellent
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

.....

Principal Agent Firm:

Telephone:

PA Signature:

Date:

Client Signature:

Date:

EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate.

PROJECT D:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Very poor	Poor	Fair	Good	Excellent
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

Principal Agent Firm:

Telephone:

PA Signature: **Date:**

Client Signature: **Date:**

EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate.

PROJECT E:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Very poor	Poor	Fair	Good	Excellent
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....
.....

Principal Agent Firm:

Telephone:

PA Signature: **Date:**

Client Signature: **Date:**

EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate.

PROJECT F:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Very poor	Poor	Fair	Good	Excellent
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

.....

Principal Agent Firm:

Telephone:

PA Signature:..... **Date:**

Client Signature:..... **Date:**

T2.1.27**EVALUATION SCHEDULE: KEY PERSONNEL**

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel that he intends to utilize on the Works, including key personnel that may have to be brought in from outside if not available locally. (definition of local)

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Construction Manager, Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc						
Artisans and other Skilled workers						
Plant Operators						
Others:.....						

The Tenderer is referred to Clause F.2.1.1.2 of the Tender Data and shall insert in the spaces provided on the following pages details of the key personnel required to be in the employment of the tenderer or other organization, in order for the tenderer to be eligible to submit a tender for this project. Proof of professional registration must be appended to these schedules, together with the Curriculum Vitae of each individual.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

(CVs are required only for site agent, contract or project manager and technician and foreman)

[illegible]

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

(of person authorised to sign on behalf of the Tenderer)
(OWNER OF THE CV)

DATE:.....

EVALUATION SCHEDULE: CV FOR SITE AGENT

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required Service:</u>		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

DATE _____

INCUMBANT'S IDENTITY NUMBER (why different from the above)

EVALUATION SCHEDULE: CV FOR TECHNICIAN / ARTISAN/SURVEYOR

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

EVALUATION SCHEDULE: CV FOR FOREMAN

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

EVALUATION SCHEDULE: PROGRAMME SCHEDULE

The Tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

PROGRAMME (EXAMPLE ONLY)

[illegible]

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

T2.1.29 EVALUATION SCHEDULE: SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted. (will be hired)

- (a) Details of major equipment owned by me / us and are immediately available for this contract.

DESCRIPTION (type, size, capacity etc)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

- (b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted

DESCRIPTION (type, size, capacity etc)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

Failure to complete this form properly and correctly, will lead to the conclusion that the tenderer does not have the necessary plant and equipment resources at his disposal, and will prejudice his tender.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Components	Stipulated minimum threshold
Fabricated structural steel	Latticed steelwork, reinforcement steel, columns, beams, plate girders, rafters, bracing, cladding supports, stair stringers & treads, ladders, steel flooring, floor grating, handrailing and balustrading, scaffolding, ducting, launders, downpipes and trusses	100%
Joining/Connecting Components	Gussets, cleats, stiffeners, Splices, Cranks, Kinks, doglegs, spacers, tabs, brackets	100%
Roof and Cladding	Bare steel cladding, galvanized steel cladding, colour coated cladding	100%
Frames	Doors and windows	100%
Fasteners	Bolts, Nuts, rivets and nails	100%
Wire Products	All fencing products: all barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nail/tacks, springs and screws	100%
Ducting and Structural pipework	Non-conveyance tubing fabricated from steel sheeting and plate with structural support	100%
Gutters, Downpipes & launders	Fabricated materials made from sheeting associated with roof drainage systems.	100%

Steel Construction Materials	Local Content Threshold
Plates >4.5mm thick and supplied in flat pieces	100%
Sheets <4.5mm thick and supplied in coils	100%
Galvanised and Colour Coated Coils	100%
Wire Rod and Drawn Wire	100%
Sections Channels; Angles, I-Beams and H-Beams	100%
Reinforcing bars	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

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

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB

- The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

- Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- The facts contained herein are within my own personal knowledge.

- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



PART C1 : AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee (Pro Forma as per specific contract)

C.1.4 Adjudicators Agreement

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**DOEEC/15/2023/2024: REPAIRS AND RENOVATIONS TO GAMBLE STREET HIGH SCHOOL
PHASE 2 - GAMBLE STREET HIGH SCHOOL IN NELSON MANDELA BAY MUNICIPALITY -
KARIEGA, EASTERN CAPE PROVINCE**

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

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

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

.....
..... Rand (in words); R (in figures
inclusive of 15% VAT)

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

Signature Date

..

Name Identity number

..

Capacity

for the tenderer

(Name and
address of
organization)

Name and
signature
of witness

CIDB Registration number

NOTE: Failure of a tenderer to sign this part of the tender form (offer) will invalidate the tender

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any 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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five 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	Date
Name	Identity number
Capacity	

for the Employer Independent Development Trust
Palm Square Business Park, Silverwood House
Bonza Bay Road, Beacon Bay
East London 5205

Name and signature of witness	Date
-------------------------------------	------------

Schedule of Deviations

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 tender 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.

C1.2 CONTRACT DATA

INDEPENDENT DEVELOPMENT TRUST

REPAIRS AND RENOVATIONS TO GAMBLE STREET HIGH SCHOOL PHASE 2 - GAMBLE STREET HIGH SCHOOL IN NELSON MANDELA BAY MUNICIPALITY - KARIEGA, EASTERN CAPE PROVINCE

C1.2 Contract Data for Bid No: DOEEC/15/2023/2024

The Conditions of Contract are clauses 1 to 42 of the **JBCC Series 2000 Principal Building Agreement (Edition 6.2 May 2018)** published by the Joint Building Contracts Committee together with IDT's Special Conditions of Contract.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011 315-4140), Master Builders Association (011 205-9000; 057 352-6269) South African Association of Consulting Engineers (011 463-2022) or South African Institute of Architects (051 447-4909; 011 486-0684; 053 831-2003)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement. (check item 1.0 below)

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The additions, deletions and ALTERATIONS to the JBCC Principal Agreement are:

Clause Number	Contract Data for BID NO: DOEEC/15/2023/2024
1.0	<p>DEFINITIONS AND INTERPRETATION</p> <p>Clause 1.1 is deemed to be amended by the addition and amendments of the following:</p> <p>Change the Definition of "AGREEMENT" to read as follows: This JBCC Principal Building Agreement, the contractor's tender document accepted by the employer, the form of offer signed by the contractor, special conditions of contract and other contract documents.</p> <p>Change the Definition of "BILLS OF QUANTITIES" to read as follows: The document drawn up in accordance with the pricing instructions contained in the pricing data.</p> <p>Change the Definition of "CONSTRUCTION PERIOD" to read as follows: The period commencing on the date of site hand over and ending on the date of practical completion.</p> <p>Change the Definition of "CONTRACT DOCUMENTS" to read as follows: The agreement and all documents referenced therein. The contract documents shall be taken to be mutually explanatory of one another but in the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the JBCC Principal Building Agreement as amended by Preliminaries Section A of these bills of quantities shall prevail over all other contract documents.(see C1.2 above)</p> <p>Change the Definition of "PRACTICAL COMPLETION" to read as follows: The stage of completion where the works or a section thereof, in the opinion of the principal agent, has been reached in accordance with C28 & C29 of the specific preliminaries and where the work on the practical completion list (and tenant's list if applicable) has been completed and certified as complete by the principal agent.</p> <p>Change the Definition of "CONTRACT DRAWINGS" to read as follows: The drawings listed in the Scope of Works.</p>

Clause Number	Contract Data for BID NO: DOEEC/15/2023/2024
	<p>Change the Definition of "CONTRACT SUM" to read as follows: The total of prices in the Form of Offer and Acceptance.</p> <p>Change the Definition of "INTEREST" to read as follows: The interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).</p> <p>Change the Definition of "SECURITY" to read as follows: The form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss.</p> <p>Add the following to the list of definitions:</p> <p>SCHEDULE means the variables listed in the Contract Data.</p> <p>EXCEPTIONALLY INCLEMENT WEATHER means weather which is not only extreme or severe but exceeding that which, on the evidence of the past ten years, could reasonably been expected.</p> <p>TENANT LIST means a list compiled by the tenant or in his absence the principal agent defining the incomplete or defective work to be rectified to achieve practical completion. Such list shall be scrutinised and endorsed by the principal agent and shall not be unreasonable in the context of his contract.</p> <p>CORRUPT PRACTICE means the offering, giving, receiving and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution</p> <p>FRAUDULENT PRACTICE means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p>
3.0	<p>DOCUMENTS</p> <p>Clause 3.1 is deleted.</p> <p>Clause 3.2.1 is deleted and replaced with the following:</p> <p>3.2.1 "A construction guarantee in terms of sub-clause 14.3 as elected in the contract data"</p> <p>Clause 3.3 is deleted and replaced with the following:</p> <p>3.3 The contractor hereby, waives his lien or right of continuing possession of the works.</p> <p>Clause 3.5 is amended by deleting the following:</p> <p>"Formal signatures are not required to render this agreement binding"</p> <p>Clause 3.6 is amended by deleting the last sentence and replace it with the following:</p> <p>"The original signed set of contract documents shall be held by the employer or such other party as stated in the contract data"</p> <p>Clause 3.7 is amended by adding the following to the end thereof:</p> <p>The contractor shall supply and keep a copy of the JBCC Series 2000 Edition 6.2 (2018) Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times.</p> <p>Clause 3.10 is amended by replacing the reference to "principal agent" with the word "employer".</p> <p>Clause 3.11 is deleted and replaced with the following:</p>

Clause Number	Contract Data for BID NO: DOEEC/15/2023/2024
	<p>3.11 For details of changes made to the provisions of the JBCC standard documentation refer to Preliminaries, Section A of the Bills of Quantities which shall be deemed to have been identified and notified to the contractor by the principal agent thereby fully complying with clause 6.0 of the Contract data EC</p>
4.0	<p>DESIGN RESPONSIBILITY</p> <p>Clause 4.0 is amended by the addition of the following clauses to the end thereof:</p> <p>4.4 Notwithstanding the provisions of clause 4.2, the contractor is to ensure that nominated or selected subcontractor shall simultaneously with the signing of the relevant nominated or selected sub-contract sign and deliver to the employer a design materials and workmanship warranty and undertaking in favour of the employer in accordance with the annexure attached hereto.</p> <p>4.5 Any subcontractor whose subcontract involves design work will be required to provide to the employer evidence of "professional indemnity" insurance for such design work.</p> <p>If the contractor fails to obtain the necessary design warranties and / or indemnities from the subcontractors, the design responsibility shall be deemed to devolve upon the contractor"</p>
5.0	<p>EMPLOYER'S AGENTS</p> <p>Clause 5.4 is deleted and replaced with the following:</p> <p>5.4 "Should the principal agent or any agent be unable to act or cease to be an agent, the employer shall inform the contractor of the new principal agent or agent appointed.</p>

6.0	<p>CONTRACTOR'S SITE REPRESENTATIVE</p> <p>Clause 6.0 is amended by the addition of the following clauses to the end thereof:</p> <p>6.3 The contractor should identify a suitably qualified and experienced construction manager who will be the single-point accountability and responsibility for the management of the construction works, and who is a holder of National Diploma or NQF Level 5 in Building Engineering or relevant qualification and with more than 1 years post qualification experience.</p> <p>6.4 Where the key personnel are no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 5 working days replace the key personnel listed in Schedule with a person with equivalent competencies and subject to approval by the employer.</p> <p>6.5 The contractor shall submit a full organogram of the site personnel with the names of the management team which will be allocated to the project for the construction of the works,</p> <p>6.6 The contractor's representative shall not be a person against whom the principal agent shall make a reasonable objection.</p> <p>6.7 On instruction from the principal agent the contractor's representative shall be replaced by a person approved by the principal agent.</p> <p>6.8 The contractor shall not make any changes to the management and site personnel relative to the project without prior approval of the principal agent.</p>
Clause Number	Contract Data for BID NO: DOEEC/15/2023/2024
7.0	<p>COMPLIANCE WITH LAWS AND REGULATIONS</p> <p>Clause 7.0 is amended by the addition of the following clause to the end thereof:</p> <p>7.2 The employer reserves the right to pay direct (i.e. not through the contractor) for all or any permanent connections to local or other authority services for which provisional amounts have been included within these bills of quantities or within any selected sub-contract documents. In the event of the employer paying direct for these charges, the contractor will not be entitled to the applicable and agreed mark-up in terms of clause 32.4. All such provisional amounts included in the contract sum will be omitted.</p>
9.0	<p>INDEMNITIES</p> <p>Clause 9.1 is amended by the addition of the following clause to the end thereof:</p> <p>9.1.4 The contractor indemnifies and holds harmless the employer against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the contractor, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by instalments or otherwise shall be included by the contractor in the price and shall be paid by him to those to whom they may be payable. The contractor shall reimburse the employer for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the employer in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the employer is a party.</p>

10.0	<p>GENERAL INSURANCE</p> <p>Clause 10 is amended by the addition of the following clauses to the end thereof:</p> <p>10.5 Damage to the works</p> <p>(a) Without any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary.</p> <p>(a) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage or destruction of the works and to rebuild, restore, replace and/or repair the works.</p> <p>(b) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof.</p> <p>10.6 Injury to Persons or loss of or damage to Properties</p> <p>(a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable</p>
Clause Number	Contract Data for BID NO: DOEEC/15/2023/2024
	<p>(b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immoveable property or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable.</p> <p>(c) The contractor shall upon receiving a contract instruction from the principal agent cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost therefore from the contractor or to deduct the same from amounts due to the contractor.</p> <p>(d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion.</p> <p>(e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed.</p> <p>(f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and / or repair such property and to execute the works.</p>

	<p>10.7 High Risk Insurance</p> <p>In the event of the project being executed in a geological area classified as a “High Risk Area”, that is an area which is subject to highly unstable subsurface conditions which might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p>10.7.1 Damage to the works</p> <p>The contractor shall, from the commencement date of the works until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and hold harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary.</p> <p>When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, replace and/or repair the works, at the contractor's own costs.</p> <p>The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.</p> <p>10.7.2 Injury to persons or loss of or damage to property</p> <p>The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of construction.</p>
Clause Number	Contract Data for BID NO: DOEEC/15/2023/2024
	<p>10.7.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty one (21) calendar days of the commencement date, but before commencement of the works submit to the employer proof of such insurance policy, if requested to do so.</p> <p>10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred subsequent upon the contractor's default of his obligations as set out in 10.7.1, 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or 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 on indivisible whole.</p>
14.0	<p>SECURITY</p> <p>Clause 14.3 is deleted and replaced with the following clauses:</p> <p>14.3 The employer has selected the security in terms of clause 14.0, which is a variable construction guarantee. This guarantee is to be issued by the contractor:</p> <p>14.3.1 The contractor shall furnish the employer with a variable construction guarantee equal in value to ten per cent (10%) of the contract sum within twenty-one (21) calendar days from the offer of appointment date.</p>

	<p>14.3.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the variable construction guarantee to an amount equal to two per cent (2%) of the contract value</p> <p>14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall release the variable construction guarantee to the contractor.</p> <p>14.3.4 Where the employer has a right of recovery against the contractor [33.0], the employer may issue a written demand in terms of the variable construction guarantee.</p> <p>14.3.5 A variable construction guarantee shall only expire at final completion date.</p> <p>14.3.5 In the event that the value of the works were to increase during the course of the contract by an amount of 15% or more of the contract sum, upon written request from the principal agent, the contractor shall immediately arrange to have the construction guarantee guaranteed sum increased accordingly, the verified cost of which shall be added to the contract sum.</p> <p>Clause 14.4 is deleted.</p> <p>Clause 14.5 is deleted.</p> <p>Clause 14.6 is deleted.</p>
Clause Number	Contract Data for BID NO: DOEEC/15/2023/2024
15.0	<p>PREPARATION FOR AND EXECUTION OF THE WORKS</p> <p>Clause 15.1 is amended by the following</p> <p>15.1.2 is replaced by the following:</p> <p>15.1.2 The fully signed Contract document and its Addendums with all applicable returnables and annexures</p> <p>15.1.3 is added:</p> <p>15.1.3 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of date of acceptance of the tender. (add environmental management plan)</p> <p>Clause 15.2 is amended by deleting 15.2.1 and replacing with the following clause:</p> <p>15.2.1 Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.</p> <p>Clause 15.2.2 is deleted.</p> <p>Clause 15.2.3 is deleted.</p> <p>Clause 15.5 is amended by the addition of the following clauses to the end thereof:</p> <p>15.5.1 The contractor shall furnish samples of materials and specimens of finishes as may be called for</p>

	<p>by the principal agent for his approval.</p> <p>15.5.2 The principal agent may instruct the contractor to furnish samples of workmanship for his approval. Where the principal agent requires an assembly of various elements of the building or installation which is not incorporated in the works, the contractor shall arrange such an assembly at the employer's expense and the contract value shall be adjusted accordingly.</p> <p>Clause 15.6 is deleted and replaced with the following clauses:</p> <p>15.6 The contractor shall:</p> <p>15.6.1 Immediately on award of the contract and prior to the commencement on site, the contractor shall prepare a working programme covering the first month of the construction period. This working programme shall be prepared in conjunction with the principal agent and shall be subject to his approval.</p> <p>During the first month of the construction period the contractor shall prepare and draw up the programme for the balance of the works in accordance with the conditions of this clause 15.6. – (SEE 15.6.2 BELOW)</p> <p>15.6.2 This programme shall be drawn up in accordance with the dates in the agreement for possession, sectional completion and practical completion and shall be in sufficient and approved detail to ensure control over the works.</p> <p>15.6.3 The programme shall be compiled based on the Critical Path Method of Programming with the critical activities clearly highlighted. It shall be compiled in such a way that logic is not constrained by resource limitations unless specifically approved by the principal agent.</p> <p>15.6.4 Documentation will not be available in complete detail at the commencement stage. However the contractor, in conjunction with the principal agent, shall progressively plan the works on provisional information available and with sufficient scope to include future detail without disrupting the basic logic initially approved by the principal agent.</p>
Clause Number	Contract Data for BID NO: DOEEC/15/2023/2024
	<p>The quantities contained in these bills of quantities are provisional and shall be utilized as a guide only for the drawing up of the programme.</p> <p>Where assumptions are made in regard to programming aspects, such assumptions shall be recorded in the programme.</p> <p>15.6.5 The programme shall be updated and modified to accommodate a material change in circumstances or whenever reasonably required by the principal agent.</p> <p>Any acceleration and/or special measures sanctioned by the principal agent together with associated effects shall be incorporated in a revision to the programme.</p> <p>15.6.6 The programme (including each revision thereof) shall be prepared in conjunction with the principal agent and shall be subject to his approval. The approval of the principal agent shall be deemed to be given on the basis that the contractor represents that the programme complies with the requirements of clause 15.6.</p> <p>The contractor shall be responsible at all times for maintaining the accuracy, validity and reasonableness of the programme and the implementation thereof. The fact that a programme has been prepared in conjunction with the principal agent or approved by him shall not release or relieve the contractor from any of his obligation or responsibilities under this agreement. Without derogating from the foregoing, the contractor shall at all times bear the onus to demonstrate that the programme complies with the requirement of this agreement and, where applicable constitute an appropriate baseline programme for any purpose in connection with this agreement.</p>

	<p>15.6.7 The contractor and the principal agent shall, at regular intervals not exceeding one month, assess the state of progress of the works relative to the latest agreed revision of the programme. Such agreement shall include the recording of actual commencement and completion dates for each activity and shall constitute the official record of the progress at such point in time.</p>
16.0	<p>SITE AND ACCESS</p> <p>Clause 16.4 is deleted in its entirety and replaced with the following:</p> <p>16.4 The geotechnical report is available for inspection at the office of the principal agent.</p> <p>Clause 16.7 is amended by the addition of the following:</p> <p>The contractor shall be deemed to have familiarised himself with all known services, servitudes, etc. Any queries relating to information regarding all known existing services, servitudes, etc. should be directed to the principal agent.</p> <p>The contractor shall be held responsible for damage to existing services caused or arising out of the contractor's operations. Wherever a service is damaged it shall be replaced at the expense of the contractor.</p>
17.0	<p>CONTRACT INSTRUCTIONS</p> <p>Clause 17.0 is amended by the addition of the following clause:</p> <p>17.1.21 Acceleration</p>
18.0	<p>SETTING OUT OF THE WORKS</p> <p>Clause 18.1 is amended by replacing "employer" in the first sentence with "contractor".</p> <p>Cause 18.0 is amended by the addition of the following clauses at the end thereof:</p>
Clause Number	Contract Data for BID NO: DOEEC/15/2023/2024
	<p>18.5 The contractor shall continuously perform tolerance control checks throughout the contract period and report on these at regular intervals to the principal agent in a format approved by the principal agent.</p> <p>Should the contractor fail to comply with this requirement to the satisfaction of the principal agent, progressively as the structure is constructed, the employer shall be entitled to commission a registered land surveyor to do so on the contractor's behalf and at the contractor's expense.</p> <p>18.6 The contractor shall provide general attendance and all reasonable assistance to the abovementioned or any other land surveyor who may be appointed by the employer.</p>
19.0	<p>TEMPORARY WORKS AND PLANT</p> <p>Clause 19.0 is amended by the addition of the following clauses:</p> <p>19.3 ...including but not limited to fencing off the site</p> <p>19.4 The contractor shall provide air conditioned office accommodation for meetings suitable for 20 persons as well as additional air conditioned office space for four workstations complete with desks, telephone and internet data connection and chairs. The office accommodation is to be kept clean and fit for use at all times by the contractor.</p>

	<p>19.5 The contractor shall provide 1No main notice board of an approved design with the title of the project and the names of the employer, the principal agent, the agents and the contractor sign written thereon. The principal agent shall instruct the contractor where the board is to be erected".</p>
24.0	<p>PRACTICAL COMPLETION</p> <p>Clause 24.1 is amended by the addition of the following clauses to the end thereof:</p> <p>24.1.4 In order to achieve practical completion of the various sections of works and without derogating from the generality of the term practical completion, the contractor shall, as a minimum comply with the basic criteria as defined in clauses C28 & C29 in the Preliminaries, Section C.</p> <p>Clause 24.4 is amended by replacement of seven (7) calender days with fourteen (14) calender days.</p> <p>Clause 24.5 is amended by replacement of seven (7) calender days with fourteen (14) calender days.</p> <p>Clause 24.0 is amended by replacing the word list with lists.</p> <p>Clause 24.0 is amended by the addition of the following clauses to the end thereof:</p> <p>24.11 Without derogating from the generality of the requirements for practical completion the following specific requirements shall apply:</p> <p>24.11.1 Defects occurring after the issue of the practical completion list requiring remedial work that will in the opinion of the principal agent cause disruption, will cause the issue of the certificate of practical completion to be withheld until such defects have been rectified to the satisfaction of the principal agent.</p> <p>24.11.2 The following certificates of compliance shall be required (excluding others that may be required by the local/national authority) from the contractor to achieve practical completion:</p> <p>a) A certificate from the contractor that all aspects of the construction regulations of 2003 have been complied with.</p>
Clause Number	Contract Data for BID NO: DOEEC/15/2023/2024
	<p>a) A certificate from the contractor that the National Building Regulations have been complied with</p> <p>c) A certificate of compliance with respect to plumbing and drainage</p> <p>d) An electrical certificate of compliance</p> <p>e) A certificate of compliance with respect to all glazing</p> <p>f) A certificate of compliance and fire clearance certificate from the contractor and fire chief respectively.</p> <p>g) A galvanizing and painting guarantee.</p> <p>h) A mechanical certificate of compliance.</p> <p>i) A structural certificate of compliance.</p> <p>j) A palisade certificate of compliance.</p> <p>k) A smoke extraction certificate of compliance.</p> <p>l) A fire signage certificate of compliance.</p>

	<p>m) A tiling certificate of compliance.</p> <p>n) A waterproofing certificate of compliance.</p> <p>o) A generator guarantee.</p> <p>p) Any other applicable guarantees.</p> <p>24.11.3 A complete set of maintenance and operating manuals together with all workmanship and material warranties and guarantees are to be compiled and issued to the principal agent prior to practical completion being granted. In addition to the abovementioned documentation a formal "on site" handover will be required to be conducted with every discipline in the presence of the contractor as well as the applicable services subcontractor.</p> <p>24.12 Notwithstanding anything to the contrary contained in the contract, should the contractor in the opinion of the principal agent not have achieved practical completion of any area of the works, the employer may, notwithstanding the contractor's ongoing responsibilities, take possession of any such area and such possession by the employer shall not in any way be construed that practical completion has been achieved.</p> <p>In such event, the principal agent shall give written notice to the contractor that the employer is taking immediate possession of any particular area/s without practical completion having been achieved in order to mitigate the employer's damages and exposure to loss or expense.</p> <p>24.12.1 In the event of the Employer taking occupation of the works or part thereof prior to practical completion being achieved, but on or after the date for practical completion, the employer shall:</p> <p>(a) Have the principal agent issue a practical completion list(s) prior to such occupation</p> <p>(b) Grant the contractor thereafter all reasonable access to expeditiously attend to the items on the practical completion list(s)</p> <p>24.13 After the issue of the certificate of practical completion, entry upon the works to make good defects shall be at such reasonable times as shall be agreed by the principal agent.</p>
Clause Number	Contract Data for BID NO: DOEEC/15/2023/2024
	The contractor shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by others. Claims of loss of profit shall not be entertained.
25.0	<p>WORKS COMPLETION</p> <p>Clause 25.0 is amended by changing the word list to lists.</p> <p>Clause 25.0 is amended by adding the following clauses to the end thereof:</p> <p>25.6 The contractor shall generally attend to defects during the defects liability period on a progressive basis and will not be permitted to wait until the end of the patent defects liability period or until the amount of defects accumulates in order to attend to a comprehensive list of defects.</p> <p>25.7 Should the defect be deemed by the principal agent to be urgent he shall notify the contractor in writing to attend to such defect. The contractor shall immediately on receipt of this notice give the principal agent a definite time and date on which he will start the rectification of the said defect.</p> <p>Should the time and date be unacceptable in the opinion of the principal agent or should the contractor not start at this agreed time and date and complete the rectification in a diligent manner, the employer reserves the right to complete the outstanding works and deduct the cost</p>

	of such work as certified by the principal agent from amounts owing to the contractor .
29.0	<p>REVISION OF DATE OF PRACTICAL COMPLETION</p> <p>Clause 29.0 is amended by replacing “principal agent” with “employer”</p> <p>Clause 29.1.1 shall be deleted and replaced with the following:</p> <p>29.1.1 Exceptionally inclement weather</p> <p>"Exceptionally inclement weather" shall be defined as weather conditions in excess of the monthly average recorded for the past 10 (ten) years by the nearest commonly recognised weather bureau in the region of the project.</p> <p>The contractor shall be deemed to have allowed in his programme for the works and opposite this item or in his rates, for the cost of all delays as a result of weather conditions which are average.</p> <p>Clause 29.2 Replace Principal Agent for Employer.</p> <p>Clause 29.3 is amended as follows – principal agent recommends (refer 32.1)</p> <p>Clause 29.0 is amended by the addition of the following clauses to the end thereof:</p> <p>29.9 Revision to the date for practical completion shall only be considered when work on the critical path of the agreed programme for the works is delayed.</p> <p>29.9 The Revision to the date for practical completion and the adjustment of the contract value (if applicable) shall be managed by the Principal Agent and only approved by the Employer.</p> <p>29.10 Acceleration of the works</p> <p>29.10.1 Irrespective of whether or not the principal agent rules that the contractor is entitled to a revision of the date for practical completion, the principal agent shall nevertheless at any time, be entitled to instruct the contractor, in writing, to accelerate the progress of the remaining works, to ensure that the works are completed by the original date for practical completion or revised date as the case may be.</p>
Clause Number	Contract Data for BID NO: DOEEC/15/2023/2024
	<p>29.10.2 Upon receipt of such instruction, the contractor shall take all necessary steps to ensure that the works are completed timeously, including the provision by him of additional resources, plant, manpower, etc. and the working of overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The contractor shall prove that such steps are being taken if called upon to do so.</p> <p>29.10.3 Should the principal agent instruct the contractor to accelerate, the contractor's entitlement shall be calculated by adding to the entitlement to which he would otherwise have become due should the contract period have been extended, a further 30% to the value thereof.</p> <p>For the purpose of this calculation the 30% acceleration entitlement relating to an extension of contract period granted in terms of clause 29.1, shall be calculated as if the extension was granted in terms of 29.2.</p> <p>The above amounts shall be deemed to fully reimburse the contractor for any additional expenses and loss beyond that contemplated by the contractor at time of tender including the under utilisation of any resources and the like due to the contractor having been instructed by the principal agent to accelerate.</p>

	<p>29.11 It is recorded that the bulk of the information required for tenant installation and fit out will not be available on the commencement of the contract. This information will be available progressively during the course of the contract. The contractor is to take cognisance of this fact and is to allow in his programme for the flow of the majority of the tenant information in the latter part of the contract.</p> <p>No claim by the contractor for a revision of the practical completion date as defined above will be considered due to the contractor not having provided for the above in his programme.</p>
31.0	<p>INTERIM PAYMENT</p> <p>Clause 31.1 is amended by the addition of the following:</p> <p style="padding-left: 40px;">The contractor is to issue his claim to the quantity surveyor by the 20th of each month in preparation for the quantity surveyor to issue a valuation to the principal agent by the 30th of each month, failure to submit a claim will entitle the quantity surveyor to submit a reasonable value for the works done.</p> <p>Clause 31.6 is amended by the deletion of the first sentence and replaced with the following:</p> <p style="padding-left: 40px;">Materials and goods shall not, as a general rule, be included in the value certified. Should the principal agent agree, such materials and goods shall be included in the value certified only where, to the satisfaction of the principal agent, the contractor has issued a bank guarantee to the employer in a format to be approved by the principal agent.</p> <p>Clause 31.9 is deleted and replaced with the following:</p> <p>31.9 The employer shall pay to the contractor the amount certified in an interim payment certificate within thirty (30) calendar days of the date of receipt (check 34.10) of the contractor's tax invoice for the amount certified.</p>
32.0	<p>ADJUSTMENT OF THE CONTRACT VALUE</p> <p>Clause 32.1 is deleted and replaced with the following clause:</p>
Clause Number	Contract Data for BID NO: DOEEC/15/2023/2024
	<p>32.1 The employer in consultation with the principal agent shall determine the value of adjustments to the contract value according to the priced document. Where items of additional work are required the employer in consultation with the principal agent and the contractor may agree on the adjustment before the commencement of such work.</p> <p>Clause 32.12 Delete this clause.</p>
34.0	<p>FINAL ACCOUNT AND FINAL PAYMENT</p> <p>Clause 34.1 is deleted and replaced with the following clause:</p> <p>34.1 The contractor shall cooperate with and assist the principal agent in the preparation of the final account by timeously providing all relevant documents on request. The principal agent shall issue the final account to the contractor within ninety (90) calendar days of the date of practical completion.</p>

	<p>Clause 34.3 is deleted and replaced with the following clause:</p> <p>34.3 The contractor shall accept or object to the final account within forty-five (45) calendar days of receipt thereof. On acceptance, or should the contractor not object with reasons to the final account within such period, the principal agent shall issue the final payment certificate [34.5].</p> <p>Clause 34.10 is deleted and replaced with the following clause:</p> <p>34.10 The employer shall pay the contractor the amount certified in the final payment certificate within thirty (30) calendar days of the date of issue of the final payment certificate subject to the contractor giving the employer a tax invoice for the amount due.</p>
36.0	<p>TERMINATION BY THE EMPLOYER – CONTRACTOR'S DEFAULT</p> <p>Clause 36.1 is amended by the addition of the following clauses to the end thereof:</p> <p>36.1.3 The contractor's refusal or neglect to comply strictly with any of the conditions of contract.</p> <p>36.1.4 The contractor's estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.</p> <p>36.1.5 The contractor, in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>36.1.6 The contractor fails to perform in terms of the agreement or the employer on reasonable ground believe that the contractor may not be able to comply with his obligation.</p>
40.0	<p>SETTLEMENT OF DISPUTES</p> <p>Clause 40.2.1 is deleted.</p> <p>Clause 40.3 is deleted.</p>

Contract Agreement

Clause Number	Contract Agreement
41.0	<p>41.0 POST TENDER PROVISIONS</p> <p>41.1 All information provided in this section requires consultation with the parties to the agreement.</p> <p>41.2 The completed Contract Data - Employer and Contractor</p> <p>41.3 Contractor addenda and such other pertinent documents as listed below shall form part of this agreement:</p> <p>41.3 The dispute resolution body selected by the parties is:</p> <p><u>THE ASSOCIATION OF SOUTH AFRICAN ARBITRATORS</u></p> <p>41.4 The employer shall provide a Payment Guarantee (amount) <input type="text" value="N/A"/></p> <p>41.5 An annual building industry holiday period is applicable (yes/no) <input type="text" value="YES"/></p> <p>41.6 Further provisions and information agreed by the parties:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
42.0	<p>42.0 CONTRACTUAL AGREEMENT</p> <p>42.1 This agreement is the entire (special conditions?) contract between the parties regarding the matters addressed herein. No representations, terms, conditions or warranties not contained in this agreement shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this agreement including this clause shall be effective unless reduced to writing and signed by the parties.</p> <p>42.2 Contracting Parties</p> <p>(1) Employer : THE INDEPENDENT DEVELOPMENT TRUST</p> <p>Physical Address : EASTERN CAPE Regional Office Palm Square Business Park, Silverwood House Bonza Bay Road, Beacon Bay East London, 5205</p> <p>Telephone : (+27 (0) 43 711 6000. Fax : 086-574-8862 E-mail : Jongan@idt.org.za or Jongan@idt.org.za</p> <p>TAX / Vat Registration no : 458 014 7876</p>

Clause Number	Contract Agreement								
	<p>(2) Contractor :</p> <p>Physical Address :</p> <p>Telephone : Fax : E-mail :</p> <p>TAX / Vat Registration no :</p> <p>42.3 The accepted contract sum (inclusive of tax)</p> <p style="text-align: right;">(amount) <input style="width: 150px;" type="text"/></p> <p>(In words) _____ _____ _____</p> <p>42.4 Signature of the contracting parties:</p> <p>Thus done and signed at _____ on _____</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> _____ Name of signatory </td> <td style="width: 50%; vertical-align: top;"> _____ For and on behalf of the employer who by signature hereof warrants authorisation hereto </td> </tr> <tr> <td style="vertical-align: top;"> _____ Capacity of signatory </td> <td style="vertical-align: top;"> _____ As Witness (1) </td> </tr> </table> <p>Thus done and signed at _____ on _____</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> _____ Name of signatory </td> <td style="width: 50%; vertical-align: top;"> _____ For and on behalf of the contractor who by signature hereof warrants authorisation hereto </td> </tr> <tr> <td style="vertical-align: top;"> _____ Capacity of signatory </td> <td style="vertical-align: top;"> _____ As Witness (2) </td> </tr> </table>	_____ Name of signatory	_____ For and on behalf of the employer who by signature hereof warrants authorisation hereto	_____ Capacity of signatory	_____ As Witness (1)	_____ Name of signatory	_____ For and on behalf of the contractor who by signature hereof warrants authorisation hereto	_____ Capacity of signatory	_____ As Witness (2)
_____ Name of signatory	_____ For and on behalf of the employer who by signature hereof warrants authorisation hereto								
_____ Capacity of signatory	_____ As Witness (1)								
_____ Name of signatory	_____ For and on behalf of the contractor who by signature hereof warrants authorisation hereto								
_____ Capacity of signatory	_____ As Witness (2)								

Clause Number	Contract Agreement	
	<p>Details of Witness (1)</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>	<p>Details of Witness (2)</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>



Contract Data – Employer to Contractor

Clause Number	Contract Data – Employer to Contractor
	<p>1.0 CONTRACTING AND OTHER PARTIES</p> <p>1.1 Employer : THE INDEPENDENT DEVELOPMENT TRUST</p> <p>Physical Address : EASTERN CAPE Regional Office Palm Square Business Park, Silverwood House Bonza Bay Road, Beacon Bay East London, 5205</p> <p>Telephone : (043) 711-6000 Fax : E-mail : Jongan@idt.org.za</p> <p>1.2 Principal Agent : LAKHANYA QUANTITY SURVEYORS</p> <p>Physical Address : 21 Fifth Avenue Newton Park Port Elizabeth 6001</p> <p>Telephone : (041) 373-6659 Fax : E-mail : bnzo@lakqs.co.za</p> <p>1.3 Architect : NGONYAMA OKPANUM HEWITT-COLEMAN (NOH)</p> <p>Physical Address : 55 Richmond Hill Street Richmond Hill Gqeberha 6001</p> <p>Telephone : (041) 582 2753 Fax : E-mail : tim@noharchitects.co.za</p>

	<p>1.4 Quantity Surveyor : LAKHANYA QUANTITY SURVEYORS</p> <p><i>Physical Address</i> : 21 Fifth Avenue Newton Park Port Elizabeth 6001</p> <p><i>Telephone</i> : (041) 373-6659 <i>Fax</i> : <i>E-mail</i> : bnzo@lakqs.co.za</p> <p>1.5 Civil And Structural : IX ENGINEERS</p> <p><i>Physical Address</i> : Kings Court, Cnr Buffelsfontein & Titian Road Walmer Heights Gqeberha 6070</p> <p><i>Telephone</i> : (041) 391-8811 <i>Fax</i> : <i>E-mail</i> : sibongiseni@ixengineers.co.za</p> <p>1.6 Electrical and Mechanical : RNA CONSULTING ENGINEERS</p> <p><i>Physical Address</i> : 87 Heugh Road Walmer Gqeberha 6070</p> <p><i>Telephone</i> : (041) 581- 2807 <i>Fax</i> : <i>E-mail</i> : ericc@rnaconsulteng.co.za</p>
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Contract Data – Employer to Contractor

Clause Number	Contract Data – Employer to Contractor
N	<div>2.9 Geotechnic investigation of the site has been undertaken. [16.4] Where “yes” results are included in the contract documents</div> <div>(yes/no) <div>No</div></div>
	<div>2.10 Existing premises will be occupied. Where “yes” the specific [16.6] requirements are described below or detailed in the contract documents.</div> <div>(yes/no) <div>Yes</div></div>
	<div>2.11 Provision of temporary services is required. Where “yes” the [16.7] specific requirements are described below or detailed in the contract documents</div> <div>(yes/no) <div>Yes</div></div>
	<div>2.11.1 Water<div>Option A Contractor – his cost Option B Employer – free of charge Option C Employer – metered (contractor’s cost)</div><div>(A, B or C) <div>A</div></div></div>
	<div>2.11.2 Electricity<div>Option A Contractor – his cost Option B Employer – free of charge Option C Employer – metered (contractor’s cost)</div><div>(A, B or C) <div>A</div></div></div>
	<div>2.11.3 Telecom<div>Option A Contractor – his cost Option B Employer – free of charge Option C Employer – metered (contractor’s cost)</div><div>(A, B or C) <div>A</div></div></div>
	<div>2.11.4 Ablutions<div>Option A Contractor – his cost Option B Employer – free of charge</div><div>(A or B) <div>A</div></div></div>
	<div>2.12 Protection of existing trees and shrubs is required [16.8] Where “yes” the specific requirements are described below or detailed in the contract documents</div> <div>(yes/no) <div>Yes</div></div>
	<div>Permission to be sought through the PA before any tree can be removed, cutback or trimme</div>
	3.0 INSURANCES AND SECURITIES
3.1 Contract works insurance to be effected by	

	[10.1.1, 12.6]	(Employer/Contractor)	Contractor
	For the sum of (amount)		Contract sum + 30%
	With a deductible of (amount)		R50 000
	3.2 Supplementary / Special insurance to be effected by [10.1.2, 11.1-3, 12.6]	(Employer/Contractor)	Contractor
	For the sum of (amount)		Contract sum + 20%
	With a deductible of (amount)		0.1% of value
Clause Number	Contract Data – Employer to Contractor		
	3.3 Public liability insurance to be effected by [10.1.3, 12.6]	(Employer/Contractor)	Contractor
	For the sum of (amount)		R5 000 000
	With a deductible of (amount)		R25 000
	3.4 Support insurance to be effected by [11.1.1]	(Employer/Contractor)	N/A
	For the sum of (amount)		N/A
	With a deductible of (amount)		N/A
	3.5 Special insurance to be effected by [11.1.2-3, 12.1]	(Employer/Contractor)	N/A
	Type		N/A
	For the sum of (amount)		N/A
	With a deductible of (amount)		N/A
	4.0 PRACTICAL COMPLETION DATES AND PENALTIES		
	4.1 For the works as a whole:	Date	
	[24.3.1] The date for practical completion [30.1-3] and the penalty per calendar day	15 calendar months after contract commencement date	0.035% of R100 of the contract value
	4.2 For the works in sections :	Date	
	[24.3.1] The date for practical completion [30.1-3] and the penalty per calendar day		
	Section 1	N/A	N/A
	Section 2	N/A	N/A
	Section 3	N/A	N/A
	Section 4	N/A	N/A
	Section 5	N/A	N/A

	Section 6	N/A	N/A
Clause Number	Contract Data – Employer to Contractor		
	<p>5.0 DOCUMENTS AND GENERAL</p> <p>5.1 Construction document copies to be supplied to the contractor free of charge [3.7] (No of drawings) 3</p> <p>5.2 The priced document may be used as a specification of materials and goods [3.9] and work methods (yes/no) No</p> <p>5.3 The contractor shall provide a schedule of rates [3.10] (yes/no) No</p> <p>5.4 Changes made to JBCC standard documents [3.11] (yes/no) Yes Annexure No N/A – The provisions of the JBCC 2000 Principal Building Agreement and Preliminaries have been changed. Details of all changes are incorporated in these bills of quantities</p> <p>5.5 On acceptance of the tender the priced document is to be submitted [15.1.1] within the stated working days (No of) N/A</p> <p>5.6 Work to be undertaken by direct contractors [22.2] (yes/no) No Annexure No N/A</p> <p>5.7 On achievement of practical completion the contractor is to hand over [24.9] manuals etc related to the works as listed below</p> <p>(1) TR1 & 2 certificates (2) Density test results, Test cube results, etc</p> <p>(3) _____ (4) _____</p> <p>5.8 Interim payment certificate to be issued by [31.1] (Date of month) 25th</p> <p>6.0 CHANGES MADE TO THE STANDARD JBCC DOCUMENT</p> <p>THE PROVISIONS OF THE JBCC 2000 PRINCIPAL BUILDING AGREEMENT AND PRELIMINARIES HAVE BEEN CHANGED. DETAILS OF ALL CHANGES ARE INCORPORATED IN THESE BILLS OF QUANTITIES</p> <p>7.0 DECLARATION BY THE PRINCIPAL AGENT</p>		

	<p><i>I, the principal agent named in 1.2 above, declare that the information provided above is complete and accurate at the time of calling for tenders. Where necessary, should any of the above information need to be varied, tenders will be forthwith informed thereof in writing.</i></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%; text-align: center;"> <hr/> <i>Principal Agent</i> </div> <div style="width: 45%; text-align: center;"> <hr/> <i>Date</i> </div> </div>
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Contract Data – Contractor to Employer

Clause Number	Contract Data – Contractor to Employer
	<p>1.0 CONTRACTING PARTY</p> <p>1.0 Contractor :</p> <p>Physical Address :</p> <p>Telephone :</p> <p>Fax :</p> <p>E-mail :</p> <p>TAX / Vat Registration no :</p> <p>2.0 SECURITIES</p> <p>2.1 The security provisions selected are:</p> <p>2.1.1 Variable Construction Guarantee (yes/no) <input type="checkbox"/></p> <p>[14.3]</p> <p>2.1.2 Fixed Construction Guarantee and Payment Reduction (yes/no) <input type="checkbox"/></p> <p>[14.4]</p> <p>2.1.3 Advance Payment is required. Where "Yes" (where yes - amount) <input type="text" value="N/A"/></p> <p>[14.5]</p> <p>2.1.4 An Advance Payment Guarantee to be provided (yes/no) <input type="text" value="No"/></p> <p>3.0 PAYMENT AND ADJUSTMENT OF PRELIMINARIES</p> <p>3.2.4 The contract value shall be adjusted according CPAP (yes/no) <input type="text" value="NO"/></p> <p>[3.1]</p> <p>3.2.5 Payment of preliminaries (A or B) <input type="text" value="A"/></p> <p>[3.1.1-2]</p> <p>3.2.6 Adjustment of preliminaries (A or B) <input type="text" value="A"/></p> <p>[3.2.1-2]</p> <p>4.0 EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS</p> <p>4.1 Changes (if any) in terms of the Employer's Contract Data are accepted (yes/no) <input type="text"/></p> <p>[3.11] (addendum/special conditions of contract)</p> <p>5.0 THE TENDER</p> <p>5.1 This tender is to be submitted to the employer the street address provided in the invitation to tender before the tender closing date and time stated therein.</p> <p>5.2 By the submission of this tender to the employer the tenderer offers and agrees to contract for, execute and complete the works for the tender sum as stated below.</p> <p>5.3 Tenderers will be opened in public directly after the stated closing time. Only the total tender sum as stated in each tender will be announced. (check advert and preference points).</p>

Clause Number	Contract Data – Contractor to Employer
	<p>5.4 The lowest or any tender will not necessarily be accepted.</p> <p>5.5 This tender shall remain in full legal force for ninety (90) calendar days. The tenderer accepts liability for damages as may be suffered by the employer should the tender validity period not be honoured.</p> <p>5.6 This tender takes into account all listed items [4.0] for the purpose of preparing and submitting this tender.</p>
	<p>5.7 The successful tenderer will be appointed in terms of the JBCC Principal Building Agreement edition 6.2, May 2018, with the special conditions of contract.</p>

C1.3 CONSTRUCTION GUARANTEE

INDEPENDENT DEVELOPMENT TRUST

PRO FORMA REPAIRS AND RENOVATIONS TO GAMBLE STREET HIGH SCHOOL PHASE 2 - GAMBLE STREET HIGH SCHOOL : NELSON MANDELA BAY MUNICIPALITY - KARIEGA, EASTERN CAPE PROVINCE

C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means	_____
Physical address	_____ _____
Guarantor's signatory 1	_____ Capacity _____
Guarantor's signatory 2	_____ Capacity _____
Employer means	<u>THE INDEPENDENT DEVELOPMENT TRUST</u>
Contractor means	_____
Agent means	<u>PARADOX YOUNG AND ASSOCIATES (PRINCIPAL AGENT)</u>
Works means	<u>BID No. DOEEC/15/2023/2024</u> <u>REPAIRS AND RENOVATIONS TO GAMBLE STREET HIGH SCHOOL</u> <u>PHASE 2 - GAMBLE STREET HIGH SCHOOL</u>
Site means	<u>GAMBLE STREET HIGH SCHOOL : 33.7658377° S, 25.3857747° E.</u> <u>NELSON MANDELA BAY MUNICIPALITY - KARIEGA</u>
Agreement means	<u>The JBCC Series 2000 Principal Agreement Edition 6.2, May 2018</u> <u>with standard and special conditions of contract</u>
Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT	
Amount in figures	R _____
Amount in words	_____ _____ (Rand)
Guaranteed Sum means the maximum aggregate amount of	
Amount in figures	R _____
Amount in words	_____ _____ (Rand)

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: (Rands) (R _____)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

- 2 The Guarantor hereby acknowledges that:

- 2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.

- 2.2 Its obligation under this Guarantee is restricted to the payment of money.

- 3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

- 3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2

- 3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 (3.1) and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.

- 3.3 A copy of the said payment certificate, which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

- 4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:

- 4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or

- 4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.

- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.

- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to

the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at _____ Date _____

Guarantor's Signatory 1 _____ Guarantor's Signatory 2 _____

Identity number _____ Identity number _____

Witness 1 _____ Witness 2 _____

Guarantor's seal or stamp

C1.4 ADJUDICATOR'S AGREEMENT

INDEPENDENT DEVELOPMENT TRUST

REPAIRS AND RENOVATIONS TO GAMBLE STREET HIGH SCHOOL PHASE 2 - GAMBLE STREET HIGH SCHOOL IN NELSON MANDELA BAY MUNICIPALITY - KARIEGA, EASTERN CAPE PROVINCE

C1.4 Adjudicator's Agreement

This agreement is made on the _____ day of _____ between:

_____ (name of company / organisation)

of _____

_____ (address) and

_____ (name of company / organisation)

of _____

_____ (address) and

(the Parties)

and _____ (name of Adjudicator)

of _____

_____ (address) and

(the Adjudicator)

Disputes or differences may arise/have arisen* between the Parties under a Contract dated _____

and known as _____

and these disputes or differences shall be/have been* referred to adjudication in accordance with the JBCC 2000 Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC 2000 Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC 2000 Adjudication Rules.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____
 Name: _____
 ID: _____

who warrants that he / she is
 duly authorised to sign for and
 on behalf of the first Party in
 the presence of

SIGNED by: _____
 Name: _____
 ID: _____

who warrants that he / she is
 duly authorised to sign for
 and behalf of the second
 Party in the presence of

SIGNED by: _____
 Name: _____
 ID: _____

the Adjudicator in the
 presence of

Witness _____
 Name: _____
 Address: _____

Witness: _____
 Name _____
 Address: _____

Witness: _____
 Name: _____
 Address: _____

Date: _____

Date: _____

Date: _____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent traveling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary

C1.5 WAIVER OF LIEN

Waiver of Contractor's Lien

for use with the JBCC Principal Building
or JBCC Minor Works Agreements

Agreement

DEFINITIONS

Contractor _____

Employer _____

Agreement _____
(Principal Building Agreement
or Minor Works Agreement)

Works (description) _____

Site _____
(property title deed description)

AGREEMENT

The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site

This waiver shall only come into effect on provision by the Employer of a Payment Guarantee for fulfilment of his obligations in terms of the identified Agreement


Thus done and signed at _____ on

Name of signatory

Capacity of signatory

As witness

on behalf of the Contractor

JBCC Series 2000  Code 2121 July 2007

C1.6 AGREEMENT IN TERMS OF SECTION 37(2) OF OHS

**C.1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between Independent Development trust represented by the Supply Chain Management.

(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....
in his capacity as:

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by

.....
in his capacity as:

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

TENDER : REPAIRS AND RENOVATIONS TO GAMBLE STREET HIGH SCHOOL PHASE 2 - GAMBLE STREET HIGH SCHOOL IN NELSON MANDELA BAY MUNICIPALITY - KARIEGA, EASTERN CAPE;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. **The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.**
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the
CONTRACTOR

on this the day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **EMPLOYER** on
this

the day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.



INDEPENDENT DEVELOPMENT TRUST

VOLUME 2 of 2

PRICING DATA, SCOPE OF WORK, SITE INFORMATION AND ANNEXURES

REPAIRS AND RENOVATIONS TO GAMBLE STREET HIGH SCHOOL PHASE 2 -
GAMBLE STREET HIGH SCHOOL , NELSON MANDELA BAY MUNICIPALITY -
KARIEGA, EASTERN CAPE PROVINCE

TENDER NO: DOEEC/15/2023/2024

EMIS NO:200100238

Independent Development Trust

Palm Square Business Park, Silverwood House
Bonza Bay Road, Beacon Bay
East London
5205

Contact: (043) 711 6000
Name: Mr Jonga Ngcebetshana (SCM)
E-mail: Jongan@idt.org.za

Palm Square Business Park, Silverwood House
Bonza Bay Road, Beacon Bay
East London
5205

Contact: (043) 711 6000
Name: Mr Jonga Ngcebetshana (Technical)
E-mail: Jongan@idt.org.za

Bidder:

CIDB Registration Number: **7 GB GENERAL BUILDING OR HIGHER**

CSD Registration Number:

Contact Person:

Contact Details:

C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

INDEPENDENT DEVELOPMENT TRUST

REPAIRS AND RENOVATIONS TO GAMBLE STREET HIGH SCHOOL PHASE 2 - GAMBLE STREET HIGH SCHOOL IN NELSON MANDELA BAY MUNICIPALITY - KARIEGA, EASTERN CAPE PROVINCE

C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by **the Association of South African Quantity Surveyors (Seventh Edition), 2015**. Where applicable the:
 - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
 - b) Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
 - c) Electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2 The **Agreement is based on the JBCC Series Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.2, May 2018**. The additions, deletions and ALTERATIONS to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminaries are based on the various parts of the ASAQS Preliminaries (November 2007 edition) as prepared by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement. The additions, deletions and ALTERATIONS to the various parts of the Preliminaries as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 6 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are attached to these bills of quantities.
- 7 **REFERENCE TO ANY PARTICULAR PRODUCT**
Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 8 **FIXED PRICE**
The rates contained in the Bills of Quantities will apply irrespective of the final quantities of the

	different classes and kinds of work actually executed. Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.
9	Bidders are to take note that the contract price adjustments are not applicable to this contract.
10	An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
11	Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
12	The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities
13	The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
14	<p>The amount of the Preliminary Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary Section and any amount in respect of contract price adjustment provided for in the contract.</p> <p>Provisional sums are provided for some items in the Schedule of Quantities. Work done under these items will be at the written direction of the Employer. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.</p> <p>The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any authorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.</p>
15	Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.
16	<p>The amount or items of the Preliminary Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:</p> <ul style="list-style-type: none"> a) an amount which is not to be varied, namely Fixed (F) b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
17	<p>Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:</p> <ul style="list-style-type: none"> a) 10 percent is Fixed; b) 15 percent is Value Related c) 75 percent is Time Related.

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|----|---|
| 18 | The adjustment of the Preliminary Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary Section shall exclude any contingency sum, the amount for the Preliminary Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section. |
| 19 | The tenderer is to acquaint himself as to the specific requirements of this tender as contained in the additional clauses to the JBCC Principal Agreement as incorporated in the Contract Data. These clauses may be priced under the relevant Preliminaries items in SECTION C: SPECIFIC PRELIMINARIES of the Preliminaries Bill. No claim will be entertained due to the failure of the tenderer to allow for these requirements |
| 20 | IDT or its Agent may issue an electronic bill of quantities, purely for calculation purposes. A typed BOQ WILL NOT be accepted, only a fully completed BOQ issued by IDT in a hard copy completed in black permanent ink will be accepted. |

C2.2 BILLS OF QUANTITIES

C3 SCOPE OF WORKS

INDEPENDENT DEVELOPMENT TRUST

REPAIRS AND RENOVATIONS TO GAMBLE STREET HIGH SCHOOL PHASE 2 - GAMBLE STREET HIGH SCHOOL IN NELSON MANDELA BAY MUNICIPALITY - KARIEGA, EASTERN CAPE

C3.1 Scope of Work

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The employer's objective is to provide for the: Department of Education, **EASTERN CAPE Province** a permanent, safe and hygienic facilities which comply with the Department's Norms and Standards

1.2 Overview of the works

This project involves the REPAIRS AND RENOVATIONS TO GAMBLE STREET HIGH SCHOOL PHASE 2 - GAMBLE STREET HIGH SCHOOL as listed but not limited to below.

The scope of works will be done for the following buildings

- Admin Blocks
- Classroom blocks
- Girls Hostel,
- Boys Hostel including the Superintendent's house
- Technical Block
- Laundry room
- Store room
- Girls Toilets
- Boys Toilets

The scope of work for refurbishment may consist of the following :

- Attend to Structural Defects
- Replace broken / missing window frames
- Replace broken and missing window panes
- Replace broken and missing timber doors including all ironmongery.
- Break existing one wall
- Construct new one brickwall
- Demolish and Reconstruct existing building blocks subject approval of the Engineers Structural Report
- Plaster to walls and fixing of wall cracks
- Remove damaged / rotting purlins and replace with new purlins
- Remove damaged / rotting rafters or trusses and replace with new rafters or trusses
- Remove existing roof sheeting and replace with new roof sheeting, barge flashing and ridge capping and fascia boards
- Remove damaged / collapsing rhinoboardceiling
- Install new branderingand new rhinoboardceiling including cornices
- Identify defective plaster, saw cut and demolish plaster and make good with polymer modified plaster
- Prepare, sand, prime and paint all previously painted surfaces and newly plastered surfaces including window frames, doors, door frames and ceilings.
- Replace damaged/missing rainwater good and replace with new seamless gutters and uPVC downpipes, elbows, bends and shoes.
- Repair / replace electrical reticulation and fittings
- Install new electric connection , reticulation , fittings and connect to Eskom

- Rip and reconstruct floors and installation of vinyl tiles
- Repairs walkway , concrete ,aprons , v-drains and stormwaterdrainage
- Construction new stormwatermanagement infrastructure and water and sewer reticulation .
- Repairs / replace plumbing (sewer and water) drains and sanitary ware

Installations

1. Repairs and New Electrical installation
2. New Mechanical installation

External Works

1. New concrete aprons and walkways, parking, etc
2. Stormwater and sewer rectification
3. Landscaping
4. Watertank stands and supply of jojo tanks

1.4 Location of the works

The designated site is the present **GAMBLE STREET HIGH SCHOOL** , NELSON MANDELA BAY MUNICIPALITY - KARIEGA, EASTERN CAPE Province with co-ordinates **33.7658377° S, 25.3857747° E**.

1.5 Socio and Economic Methodology

The Employeer has a commitment to utilise local community resources and labour, and as such, a successful bidder will be expected to prioritise/maximise the utilization of local Labourers and material suppliers,etc.

- a) As part of the tender documentation a methodology is to be submitted proposing as to how the main contractor will deal with the social economic expectations of the surrounding community.

The proposal is to allow for a suitable employment ratio of local community members and any additional measures that will enable future local community upliftment.

- b) The main contractor is required to familiarise himself with the community and local authority to ascertain for himself the full extent of the community's requirements and minimum wages.
- c) The contractor shall appoint a community liaison officer and shall be responsible for all community negotiations etc.
- d) Evaluation of the Socio economic strategy will based on the following criteria:
 - Subcontractor Methodology
 - Skilled Labour Methodology
 - Labour Methodology
 - Skills Transfer Methodology
 - Material Procurement Methodology

2 DESIGN / ENGINEERING

2.1 Employer's Design

Not applicable.

2.2 Employer's Design

Not attached.

3 PROCUREMENT

3.1 Preferential procurement procedures

.This bid will be subject to the implementation of the Preferential Procurement Regulations, 2011 pertaining or relating to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and the relevant Supply Chain Management Legislation, etc.

Bidders are advised to to familiarise themselves with contents of the above in relation to Preference Point System, Evaluation of bids appeals and other matters

3.1.1 Requirements for the sourcing and engagement of labour.

3.1.1.2 The rate of pay for all employment aspects i.e. skilled, semi-skilled and unskilled is to comply with the applicable government gazetted standards.

3.1.1.3 The Contractor shall endeavor to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 50 % women;
- b) 25% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

3.1.2 Specific provisions pertaining to SANS 1914-5

3.1.2.1 Resources Standard Pertaining to targeted procurement

3.1.2.1.1 Targeted labour Unemployed persons to be employed as local labourers on the project.

3.1.2.2 Contract Participation Goal

3.1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes. (Failure to achieve the goal)

4. MANAGEMENT

4.1 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurred.

4.2 Unauthorised persons

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

4.3 Management meetings

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

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

4.4 Forms for contract administration

The Contractor shall be required to submit an updated contractor monthly report as per IDT template during site meetings, which will be used by the consultant to update the Employer.

4.5 Payment certificates

The Contractor to ensure that the VAT invoice required with each certificate is delivered timeously. The Contractor to ensure timeous submission of all required documentation for the expedient processing of payment certificates, as required by the Employer, e.g. BAS entity forms, company registration details, VAT clearance certificates, etc. The Contractor is responsible for such documentation submission.

C3.2 WORKS SPECIFICATION

INDEPENDENT DEVELOPMENT TRUST

REPAIRS AND RENOVATIONS TO GAMBLE STREET HIGH SCHOOL PHASE 2 - GAMBLE STREET HIGH SCHOOL IN NELSON MANDELA BAY MUNICIPALITY - KARIEGA, EASTERN CAPE

C3.2 Work Specification

The following work specifications shall apply to this contract and are bound in hereafter:

The contractor is referred to the following documents whether attached to this document or not;

1. THE MODEL PREAMBLES FOR TRADES 2017
2. SPECIFICATION OF MATERIAL AND METHODS TO BE USED PW371

SITE INFORMATION

INDEPENDENT DEVELOPMENT TRUST

REPAIRS AND RENOVATIONS TO GAMBLE STREET HIGH SCHOOL PHASE 2 - GAMBLE STREET HIGH SCHOOL NELSON MANDELA BAY MUNICIPALITY - KARIEGA, EASTERN CAPE PROVINCE

C4: Site Information

The site

The designated site is the present GAMBLE STREET HIGH SCHOOL situated in the Uitenhage, EASTERN CAPE Province with co-ordinates **-25.3857747, 33.7658377**.

Work area

Tenders shall be deemed to have visited the site and to have acquainted themselves fully with the nature of the site, obstructions, access restrictions, overhead cables, servitudes, etc.

No claim whatsoever will be entertained due to errors or omissions in the tender price due to work area conditions

Materials must be stored within the site boundaries and may not be stored on the pavement

Access

No claim whatsoever will be entertained due to errors or omissions in the tender price due to the particular access limitations of the site

No parking of bakkies, machinery and equipment or off-loading of trucks will be allowed in the street or on the pavement. The pavement must be kept open and safe to the public at all times

C4.1 LOCALITY MAP

INDEPENDENT DEVELOPMENT TRUST

REPAIRS AND RENOVATIONS TO GAMBLE STREET HIGH SCHOOL PHASE 2 - GAMBLE STREET HIGH SCHOOL IN NELSON MANDELA BAY MUNICIPALITY - KARIEGA, EASTERN CAPE PROVINCE

C4.1: Locality Plan

