INDEPENDENT DEVELOPMENT TRUST

Contract No.: DOEEC/28/2022/2023

A Tender for Category 3SQ or higher CIDB Registered Contractors

FLORADALE PRIMARY SCHOOL

LOCATED: BEACON BAY, EAST LONDON, EASTERN CAPE PROVINCE

Name of Tenderer : _____

NAME OF DULY AUTHORIZED PERSON: _____

ADDRESS : _____

_____

TEL. NUMBER : _____

CELL NUMBER : _____

FAX NUMBER : _____

E-MAIL : _____

CRS NUMBER : _____

CSD NUMBER : _____

ISSUED BY:

Independent Development Trust
Palm Square Business Park
Bonza Bay Road
Silverwood House, Beacon Bay, 5205
Ms. M. Gxashe
Tel: (043) 711-6000

PREPARED BY:

FWJK CC
13 Greenwood Street
Berea
5241
Mr. A. Clarke
Tel: 043 704 8700

INDEPENDENT DEVELOPMENT TRUST

SUPPLY AND INSTALLATION OF HIGH SECURITY FENCING

AT

FLORADALE PRIMARY SCHOOL

LOCATED IN BEACON BAY, EAST LONDON, EASTERN CAPE PROVINCE

Contract No.: DOEEC/28/2022/2023

CLOSING DATE: 20th March 2023

ISSUED

Independent Development Trust

Physical Address,
Palm Square Business Park
Bonza Bay Road
Beacon Bay, 5205
Contact: Ms. N. Dyasi
Telephone: 043 711 6000

PREPARED

FWJK CC

Physical Address,
13 Greenwood Street
Berea
5241
Contact: Mr. A. Clarke
Tel: 043 704 8700

INDEPENDENT DEVELOPMENT TRUST

SUPPLY AND INSTALLATION OF HIGH SECURITY FENCING AT FLORADALE PRIMARY SCHOOL.

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INDEPENDENT DEVELOPMENT TRUST

T1.1 Bid Notice and Invitation to Bidder

BID NOTICE No: DOEEC/28/2022/2023: 17 February 2023

Note: BID closes on Friday 20th March 2023 @ 11:00

Project No.: FLORADALE PS (EMIS NO. 200200182)
GPS : 32.57.125 S 27.55.328 E

PARAMETER FENCE ERECTION OF SECURITY AT FLORADALE PRIMARY SCHOOL IN BEACON BAY, BUFFALO CITY MUNICIPALITY FOR THE DEPARTMENT OF EDUCATION, EASTERN CAPE PROVINCE

On behalf of the DEPARTMENT OF EDUCATION, the Independent Development Trust, invites bidders for SUPPLY AND INSTALLATION OF HIGH SECURITY FENCING AT FLORADALE PRIMARY SCHOOL IN BEACON BAY, BUFFALO CITY MUNICIPALITY, EASTERN CAPE PROVINCE

Mandatory Requirements

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

- Proof of CIDB registration number – Grade **3SQ** or higher (No PE is acceptable)
- Proof of authority to sign the document must be submitted e.g. company resolution (if there is more than one director)
- Valid COIDA or FEM certificate number
- Detailed proof of Company registration with the 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 3months** prior the closing date of this bid
- Attendance of Compulsory Site Briefing
- Completion of SBD 1, 4, 6.1, and 6.2 **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 & Duly Completed Detailed Bill 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 dis-qualification 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 Data registration (**CSD**)
- Tax Compliance Letter with a unique pin
- **BBB-EE** originally certified copy

Only bidders who are competent in the advertised work and who have achieved the minimum functionality threshold will be evaluated on **80/20** (Price / B-BBEE) points based on the Preferential Procurement Regulations of 2017, where functionality will be evaluated as follows:

STAGE 1:

Evaluation Criteria	Points Allocation
Relevant Previous Experience on completed projects of a similar nature and value in the last **Five** (**5**) years	35 points
Signed and stamped client references on the same projects listed above (either Client or Client Representative).	25 points
Qualifications, Skills and Experience of project key resources	20 points
Project Schedule	20 points
Total	**100 points**
NB: Minimum qualifying functionality threshold is **70 points out 100**	

Similar Nature of work for evaluation - Not acceptable

Similar Nature of Work - Acceptable: (Parameter security fence in or around Hospitals, Clinics, Schools, Libraries, Hotels, Malls, Shopping Complex, Courts, Office blocks, Town Houses – **3SQ or higher**)

STAGE 2:

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

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.*)**

BBB-EE points are allocated as follows for the **80/20** points 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)
Women 100% Ownership	3	6
Youth 100% Ownership	3	6
People with Disabilities 100% Ownership	2	4
Black Male 100% Ownership	2	4

A non-compulsory site briefing/clarification meeting will be virtually on the 28 February 2023 on the following:

Microsoft Teams meeting

Join on your computer, mobile app or room device

Click here to join the meeting

Meeting ID: 390 621 484 93

Passcode: eskeDJ

Note: Bidders are requested and encouraged to arrive early before the commencement of the briefing session at **11h00am.** No late arrivals will be allowed in the briefing meeting. (i.e. later than **11h15**).

IT IS NOT 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 IN LINE WITH THE PPPFA, Preferential Procurement Regulations 2017.

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 from the **24 February 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.

All SCM and Technical enquiries relating to this bid must be directed to Nomnikelod@idt.org.za (SCM) fwjkel@iafrica.com (Technical) during office hours (08h30 – 17h00) weekdays.

On submission of Tender documents, the bidder must submit a signed original bid document in hard copy. Original bid document written in ink and not eraserable.

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

The bid closing date is **20th March 2023 no later than 11H00.** Bids shall be submitted in the tender box at IDT's Eastern Cape Regional Office;

INDEPENDENT DEVELOPMENT TRUST,
PALM SQUARE BUSINESS PARK, SILVERWOOD HOUSE,
BONZA BAY ROAD,
BEACON BAY,
EAST LONDON

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

The Independent Development Trust does not bind itself to accept the lowest or any particular bid.

T1.2 Bidder 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 Annex 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 bidder are:

Clause number	Bidder Data for BID NO: BID No: **DOEEC/16/2022/2023**
F.1.1	The employer is the **Independent Development Trust, Eastern Cape Region**
F.1.2	The tender documents issued by the employer comprises: T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules **Part 1: Agreements and contract data** C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's appointment **Part 2: Pricing data** C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities **Part 3: Scope of work** C3 Scope of work **Part 4 : Site information** C4 Site information
F.1.4	The employer's agent is: Name: FWJK CC Address: 13 Greenwood Street, Berea, East London Tel: 043 704 8700 E-mail: fwjk@iafrica.com
F.2.1	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **Grade 3SQ or higher class** of construction work, are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the Grade 3SQ or higher class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **(3SQ or higher) General Building** class of construction work.

F.2.7 Compulsory briefing with representatives of the employer

F.2.12 No alternative tender offers will be considered

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as one original (i.e. no copies should be submitted).

F.2.13.5
F2.15.1 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Physical address: -

INDEPENDENT DEVELOPMENT TRUST OFFICES

Palm Square Business Park
Silverwood House, Beacon Bay
EAST LONDON
5200

Identification details:

Project no: BID No: DOEEC/28/2022/2023

Title: SUPPLY AND INSTALLATION OF HIGH SECURITY FENCING AT FLORADALE PRIMARY SCHOOL.

Postal address: Palm Square Business Park, Silverwood House, Bonza Bay Road, Beacon Bay, 5200

F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

Closing date: 20th March 2023
Closing time: 11h00

F.2.15 Telephonic, Telegraphic, Telex, Facsimile or E-mailed tender offers will not be accepted.

F.2.16 The tender offer validity period is **90 (Ninety) days**.

F.2.17 The contract duration is **3 Months** from date of Site Handover.

F.2.23 The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board; Compensation of Injury Diseases Act certificate (COIDA) and a valid Tax Clearance Certificate issued by the South African Revenue Services.
Where a tenderer tenders through joint venture formation, such tenderers should include a joint venture agreement duly signed by each partner and stamped by commissioner of oath.

F.3.4 Tenders will not be opened immediately after the closing time they will be posted on the IDT Website within 7 days of closure.

F.3.11 Tender offers will only be accepted if the following are submitted

No	Gate Keeper (Compulsory) Criteria	Gate Keeper Criteria Description
1	Proof of authority to sign the document must be submitted e.g. company resolution (if there is more than one director)	Proof of authority to sign the document must be submitted on Company Letterhead e.g. company resolution.
2	Letter of good standing/Copy of registration (COIDA/FEM) from the Department of Labour	Valid Letter of Good Standing (Workman's Compensation, COIDA) or FEM Letter of Good Standing. If JV all partners must submit
3	CIDB Grading Certificate.	Required valid and active CIDB Grading equivalent for the works. JV's to submit consolidated CIDB Grading.
4	Fully & Duly Completed Detailed Bill of Quantities (BOQ), Written In Black Ink	All items in the original Bill of Quantities must be priced (rates and amounts and totals) with the exception of preliminaries (contractor can select options in line with the PBA JBCC March 2005 Edition 4.1), written in Ink.
5	Consortium / Joint Venture Agreement	**If Applicable**, JV Agreement signed by all parties of the JV.
6	Duly Completed Form of Offer	Fully & Duly Completed and Signed form of offer and witnessed. All blanks spaces must be completed.
7	Duly completed and signed Invitation to BID, Part A and B **(SBD 1)**	Fully & Duly Completed and signed Invitation to BID, Part A and B (SBD 1). All blank spaces must be completed. Bidders to indicate items that are not applicable.
8	Bidders Disclosure **(SBD 4)**	Fully & Duly Completed and Signed Declaration of Interest Form (SBD 4). All blank spaces must be completed. Bidders to indicate items that are not applicable.
9	Duly Completed and Signed Preference points claim form in terms of PPPFA, Procurement Regulations 2017 **(SBD 6.1)**	Fully & Duly Completed and Signed Preference points claim form in terms of PPPFA, Procurement Regulations 2017 (SBD 6.1). All blanks spaces must be completed. Bidders to indicate items that are not applicable.
10	Duly Completed and Signed Local content form **(SBD 6.2)**	Fully & Duly Completed and Signed Local content form (SBD 6.2) including all the annexures C, D & E. Bidders must return Annexure C. Annexure D & E to be kept by the bidder for verification/audit upon appointment. All blanks spaces must be completed. Bidders to indicate items that are not applicable. Only locally (South Africa) manufactured product that meet the stipulated minimum threshold for local content will be considered (Preferential Procurement Regulations 2017). A Bid that fails to meet the stipulated threshold for local production and content is unacceptable and will be disqualified
11	No Copies, no correctional fluids, erasable pen or a lead pencil will be used on any of the submitted forms. Only black ink must be used to complete documents. Any mistakes must be neatly crossed out and countersigned by all relevant parties.	No Copies, no correctional fluids, erasable pen or a lead pencil will be used on any of the submitted forms. Only black ink must be used to complete documents. Any mistakes must be neatly crossed out and countersigned by all relevant parties.
12	Detailed Company Ownership Documents	Detailed proof of Company registration with the Companies Intellectual Property Commission **(CIPC)** or other authentic proof of company ownership
13	Director/s certified Identity Document/s	Originally certified copies of identity documents for company's director(s). Copies should be certified within 3months prior the closing date of this bid
14	Acknowledgement of Addenda to the tender document	To be completed and signed

Instruction notes:

- **All blanks spaces must be completed on all the SBD forms.**
- **Bidders to indicate items that are not applicable to them on all the forms.**
- **Bidders are advised to fill in the correct information on all the SBD forms.**
- **Bidders are encouraged to familiarize themselves with the project site in order to assist them in planning, pricing and executing the project.**
- **All Bidders are required to be registered on CSD (Central Supplier Database) with National Treasury.**
- **Please Provide CSD Registration report with supplier number with your Bid.**

4.3.3 Functionality Criteria

Variables	Total Points	Criteria	Description Of Criteria	Points
Functionality Points	100			
Experience on similar scale projects	35	Excellent	Points allocated for proven records of accomplishment based on the similar scale of previous projects executed by tenderer.	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 tenderer/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

Notes:

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

The functionality will be scored using the following values:

A maximum equal to 100 tender evaluation points will be awarded for quality, sub-divided according to the following:

Functionality area	Points
Previous Experience	35
Client Reference	25
Qualification and Competency	20
Project Schedule	20
Total	100 points

Experience on similar scale projects:
The quality criteria and maximum score in respect of each of the criteria are as follows:

Scoring Quality (Functionality)

A maximum equal to **100 tender evaluation points** will be awarded for quality. Only bidders who score 70% and above (i.e. 70 points and above out of a total of 100 points) will be further evaluated in terms of the 80/20 price/preference points system in line with Preferential Procurement Policy Framework Act (Act No.5 of 2000).

The functionality will be scored using the following values:

Relevant Experience on Similar Construction Projects (35 points):

Points are allocated for relevant experience on similar construction projects completed in the past 5 years. The similarity referee's to project of similar kind, complexity and value in terms of the CIDB categorization. In support tenderers 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 5 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 General Building, Civil Engineering Projects, Water, Transport, Traffic Engineering and all Electrical & Mechanical Projects)

Value of work (2SQ)	Rating	Points Allocation
1.1m and above	Very Good	7
0.8m – 1m	Good	5
0.6m – 0.75m	Satisfactory	3
0.26m – 0.5m	Poor	1
0m – 0.25m	Not Submitted	0

Value of work (3SQ)	Rating	Points Allocation
2.1m and above	Very Good	7
1.1m – 2m	Good	5
0.8m – 1m	Satisfactory	3
0.6m – 0.75m	Poor	1
0m - 0.5m	Not Submitted	0

Value of work (4SQ)	Rating	Points Allocation
3.1m and above	Very Good	7
2.1m – 3m	Good	5
1.1.m – 2m	Satisfactory	3
0.6m – 1m	Poor	1
0m – 0.5m	Not Submitted	0

Value of work (5SQ)	Rating	Points Allocation
5.1m and above	Very Good	7
3.1m – 5m	Good	5
2.1m – 3m	Satisfactory	3
1.1m – 2m	Poor	1
0m – 1m	Not Submitted	0

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 professional registration.

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

Highest qualifications and Professional Registration (8 points)

Category	Qualification	
	Degree	**Diploma**
Contract Director/Manager	4	2
Site Agent/Manager	4	2
Subtotal number of points	**8**	**4**

Competence of Key Personnel (Subtotal 12 Points)

Category	Experience of key Personnel		
	Between1- 4 years	**Between 4-8years**	**Between 8-12 years**
Contract Director/Manager	2	4	6
Site Agent/Manager	2	4	6
Subtotal number of points	**4**	**8**	**10**

CLIENT REFERENCES

The Tenderer 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					

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.

Failure to populate returnable schedule B1.2 in full will result in zero points awarded, alternatively a properly populated gantt chart will be 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:

PrSc = 20 X (Dm/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 tender under consideration

4.3.4. Preferential procurement system

80/20 preferential procurement system to be utilized as per PPPFA 2017. The project is below R50m.

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 100% Ownership	3	6		
Youth 100% Ownership	3	6		
People with Disabilities 100% Ownership	2	4		
Black Male 100% Ownership	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)

1. LIST OF RETURNABLE SCHEDULES

Returnable Schedules required only for tender 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 Tender Submission	Checklist for Tender Submission
2	Details of Tender	Details of Tender
3	Certificate of Compliance with Tender Documentation	Certificate of Compliance with Tender Documentation
4	Letter of Intent to Provide Security / Guarantee	Letter of Intent to Provide Security/ Guarantee from accredited financial institution
5	Past Projects undertaken by the Tenderer in the last 5 years	Past Completed Projects undertaken by the Tenderer in the last 5 years
6	BBBEE certificate	Points allocated to entities who are contributing towards the empowerment of black people (an Original Sworn Affidavit B-BBEE or SANAS accredited B-BBEE Certificate MUST be submitted with the bid documents before any points can be allocated) Bidders to submit Original Sworn Affidavit B-BBEE or SANAS certified copies not older than 6 months). Joint Ventures / Consortia entities must submit a consolidated B-BBEE certificate from SANAS-Accredited verification agency in order to qualify for points for their B-BBEE status level as an incorporated entity. Sworn affidavits for joint ventures will not be considered.
7	Detailed Construction Programme	Detailed Construction Programme
8	Key Personnel	Curriculum Vitae of Key Personnel and Certified Qualifications that are not older than 6 months
9	Tax Clearance certificate	Submission of valid Tax compliance status form (PIN)
10	BBB-EE certificate	Certified original copy and consolidated for JV partnership/consortium

Notes:

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

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/28/2022/2023**	CLOSING DATE:	**20 March 2023**	CLOSING TIME:	**12h00**
DESCRIPTION	Security Fencing to the Perimeter of Floradale Primary School				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
Palm Square Business Centre, Silverwood House					
Bonza Bay Road, Beacon Bay					
East London					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Nomnikelo Dyasi	CONTACT PERSON	Alastair Clarke
TELEPHONE NUMBER	043 711 6000	TELEPHONE NUMBER	043 704 8700
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Mphog@idt.org.za	E-MAIL ADDRESS	**fwjkel@iafrica.com**

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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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]			
2.1 ***ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?***	☐Yes ☐No [IF YES ENCLOSE PROOF]	*2.2* ***ARE YOU A FOREIGN BASED SUPPLIER FOR*** *THE GOODS /SERVICES /WORKS OFFERED?*	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ 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

2.3 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.4 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.

2.5 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.6 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.7 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.8 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.9 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 4.1

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
……
……

---

[1] **The power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.**

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

…….

…….

3 DECLARATION

I the undersigned, (name)……. in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 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 consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 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.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……..

Signature Date

…… ……

Position Name of bidder

[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 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

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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 90/10 preference point system.

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

c) Either the 90/10 or 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 100% Ownership	3	6
Youth 100% Ownership	3	6
People with Disabilities 100% Ownership	2	4
Black Male 100% Ownership	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 Page 3 of 5

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

***80*/20**	**or**	**90/10**
$\boldsymbol{Ps}=\mathbf{80}(\mathbf{1}-\boldsymbol{Pt}-\boldsymbol{PminPmin})$	or	$\boldsymbol{Ps}=\mathbf{90}(\mathbf{1}-\boldsymbol{Pt}-\boldsymbol{PminPmin})$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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
$\boldsymbol{Ps}=\mathbf{80}(\mathbf{1}+\boldsymbol{Pt}-\boldsymbol{PmaxPmax})$	or	$\boldsymbol{Ps}=\mathbf{90}(\mathbf{1}+\boldsymbol{Pt}-\boldsymbol{PmaxPmax})$

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 the 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 100% Ownership	3	6		
Youth 100% Ownership	3	6		
People with Disabilities 100% Ownership	2	4		
Black Male 100% Ownership	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: .....

.....

.....

.....

SBD 6.2

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.

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 at no cost.

1.6 A bid may be disqualified if –

(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

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:

3.

Item	**Description of Service**	**Stipulated Minimum Threshold**
A	FENCING	**100%**

3. Does any portion of the services, works or goods 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 at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on **www.reservebank.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.

4. 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

1 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.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.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:

(a) 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

(ii) the declaration templates have been audited and certified to be correct.

(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 4.1 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 4.1 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 (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	DOEEC/28/2022/2023
(C2)	Tender description:	FLORADALE PS
(C3)	Designated product(s)	Local Steel products
(C4)	Tender Authority:	INDEPDENT DEVELOPMENT TRUST
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	Pula 0 EU 0 GBP 0
(C7)	Specified local content %	

Note: VAT to be excluded from all calculations

Bill Page No.	Tender item no's	List of items	Calculation of local content: Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender summary: Tender Qty	Total tender value	Total exempted imported content	Total Imported content
	(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
	1/42	Steel panel, 200 x 2400							1			
	2/42	Steel panel, 400 x 2400							2			
	3/42	Steel panel, 550 x 2400							2			
	4/42	Steel panel, 1050 x 2400							1			
	5/43	Steel panel, 2200 x 2400							1			
	6/43	Steel panel, 2800 x 2400							1			
	7/43	Steel panel, 3350 x 2400							205			
	8/43	Intermediate Post							205			
	9/43	End Post							9			
	10/43	Gate Post							1			
	11/43	Gate Guide Frame							2			
	12/44	Sliding Gate							1			
	13/44	Gate Track							13			

(C20) Total tender value	R 0	
(C21) Total Exempt imported content		R 0
(C22) Total Tender value net of exempt imported content		R 0
(C23) Total Imported content		R 0
(C24) Total local content		R 0
(C25) Average local content % of tender		

Signature of tenderer from Annex B

Date:

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.
(D2)	Tender description:
(D3)	Designated Products:
(D4)	Tender Authority:
(D5)	Tendering Entity name:
(D6)	Tender Exchange Rate:

Pula | EU R 9,00 | GBP R 12,00

Note: VAT to be excluded from all calculations

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
				Calculation of imported content						Summary	
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
										0	
										0	

(D19) Total exempt imported value R -

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
				Calculation of imported content						Summary	
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
										0	

(D32) Total imported value by tenderer R -

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
				Calculation of imported content						Summary	
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
										0	
										0	

(D45) Total imported value by 3rd party R 0

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
			Calculation of foreign currency payments		Summary of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date:

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		R -

(E10)	Manpower costs	(Tenderer's manpower cost)	R -
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R -
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R -
		(E13) Total local content	R -

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer 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 evaluation of the contractor?

.....

.....

Name of Client Representative:.....

Designation: .....

Telephone: .....

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

Stamp

EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer 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 Tenderer 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 Tenderer 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 Tenderer 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 Tenderer 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 or Client referral letter 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 FIVE 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:			

B1.2 Project Shedule

	A
Project Start Date	02-Oct-22

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
	02-Oct-22		

Record of Addenda to tender documents

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

Attach additional pages if more space is required.

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

Name ..... Position .....

Identity number .....

Tenderer .....

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. **(Please attach proof of ownership of plant owned)**

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

PLANT AND EQUIPMENT	DESCRIPTION *(type, size, capacity etc)*	LICENSE NUMBER	YEAR OF MANUFACTURE
Plant and Equipment 1			
Plant and Equipment 2			
Plant and Equipment 3			
Plant and Equipment 4			
Plant and Equipment 5			
Plant and Equipment 6			

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

PLANT AND EQUIPMENT	DESCRIPTION *(type, size, capacity etc)*	*LICENSE NUMBER*	HOW ACQUIRED	
			HIRE/ BUY	SOURCE
Plant and Equipment 1				
Plant and Equipment 2				
Plant and Equipment 3				
Plant and Equipment 4				
Plant and Equipment 5				
Plant and Equipment 6				

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, which will prejudice his tender.

SIGNATURE: .....…… IDENTITY NUMBER: ……..

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

REFERENCES

The following is a statement of traceable, current References (suppliers and/or plant hire):

SUPPLIER / PLANT HIRE NAME	TYPE OF SUPPLIER / PLANT HIRE	CONTACT PERSON	CONTACT NUMBER

SIGNATURE: ....……… IDENTITY NUMBER: ……………………………..

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

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 which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

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
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc						
Artisans and other Skilled workers						
Plant Operators						
Others:.....						

The Tenderer shall attach hereto the *curricula vitae*, in the form included hereafter, of at least the site agent and the project manager. The information is necessary for evaluation of the tender.

SIGNATURE: .....…… IDENTITY NUMBER: ……..

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

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 DIRECTOR OR MANAGER

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

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 Tenderer) DATE:……

CV FOR SITE AGENT/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 OF THE INCUMBANT IN THE SCHEDULE DATE

…….

INCUMBANT'S IDENTITY NUMBER

CV FOR TECHNICIAN / ARTISAN

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

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

CV FOR FOREMAN

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

PRELIMINARY PROGRAMME

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.

NOTE: ONLY COMPUTIRSED PRELIMINARY PROGRAM WILL BE CONSIDERED

PROGRAMME *(EXAMPLE ONLY)*

ACTIVITY	MONTHS									
	1	2	3	4	5	6	7	8	9	10

[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]

The following aspects of the preliminary programme will be considered:

- *Programme Heading*
- *The programme is specific and tailored for the execution of the project, is comprehensive and is logically correct*
- *The activities are well articulated with headings and sub headings and show relevant milestones*
- *The activities that occur simultaneously are showing*
- *The activities that depend on each other are linked*
- *The activities that required stages are indicated*
- *Milestones are shown*
- *There are resources aligned / embedded to the programme*
- *Cause and effect of the programme can be determined such that the critical path is shown*
- *The lead times and lag times are clear and being considered for ordering of materials and staffing requirements*
- *Non-Working Days and Been Taken Into Consideration*
- *Has the Programme been divided into Phases*
- *The Cash Flow to Relate to the Programme*
- *The programme to show resource histogram*
- *The Resource Histogram to Show Unskilled Labour*

SIGNATURE: .....…… IDENTITY NUMBER: ……..

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

INDEPENDENT DEVELOPMENT TRUST

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:

Security Fencing to the Perimeter of Floradale Primary School

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)

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 . . . .

NOTE: Failure of a Bidder to complete and sign this part of the tender form (offer) in full including witnessing will invalidate the tender. Any blank spaces left will invalidate this offer.

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
IDT Eastern Cape Office
Palm Square Business Park, Silverwood House, Beacon Bay
EAST LONDON
5200

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 authorized 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.

INDEPENDENT DEVELOPMENT TRUST

C1.2 Contract Data for BID NO: DOEEC/12/2022/2023

The Conditions of Contract are clauses 1 to 41 of the **JBCC Series 2000 Principal Building Agreement (Edition 6.2 May 2018)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312014;)

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

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

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

Clause	**Additions, deletions and alterations**
1.1	Replace the following definitions in **DEFINITIONS AND INTERPRETATIONS** with the following wording: **AGREEMENT** means the agreement arising from the signing of the Form of Offer and Acceptance by the parties. **BILLS OF QUANTITIES** means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data. **CONSTRUCTION PERIOD** means the period commencing on the date of site hand over and ending on the date of practical completion. **CONTRACT DOCUMENTS** means the Agreement and all documents referenced therein. **CONTRACT DRAWINGS** means the drawings listed in the Scope of Work. **CONTRACT SUM** means the total of prices in the Form of Offer and Acceptance. **SCHEDULE** means the variables listed in the Contract Data. **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 **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. **INTEREST** means 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). **SECURITY** means 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.
1.6	Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when: Delete sub-clause 1.6.4
3.5	Delete sub-clause 3.5
3.6	Delete sub-clause 3.6.
3.7	Add to the end thereof: The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 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.

3.9 Delete sub-clause 3.9

3.10 Replace the second reference to "**principal agent**" with the word "**employer**".

4.3 No clause

5.1.2 Under clause 41 – include reference 32.6.3; 34.3; 34.4 and 38.5.8 in terms of which the **employer** has retained its authority and has not given a mandate to the **principal agent** and in terms of which the **employer** shall sign all documents.

9 Clause 9.0 is amended by adding Clause 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 installments 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.

10.5 Add the following as 10.5:

Damage to the works

(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.

(b) 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**.

(c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the expected risks as set out in 10.6.

(d) 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.

10.6 Add the following as 10.6:

Injury to Persons or loss of or damage to Properties

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.

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 or 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.

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**.

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**.

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.

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**.

10.7 Add the following as 10.7:

HIGH RISK INSURANCE

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:

10.7.1 **Damage to the works**

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.

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.

10.7.2 **Injury to persons or loss of or damage to property**

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.

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.

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.

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.

15.1.4 Add 15.1.4 as follows:

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.

15.2.1 Under 41: Amend to read as follows:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1

20.1.3 No clause.

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

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

29 Clause 29.0 is amended by: -

i) The addition of the following clauses: -

Clause 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."

ii) Clause 29.10 – Acceleration

Clause 29.10.1
Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or 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.

Clause 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 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.

Clause 29.10.3
The **contractor's** entitlement to compensation arising out of or in respect of any revision to the date for **practical completion** that may have been granted by the **principal agent** or alternatively where the **principal agent** has instructed the **contractor** to accelerate, shall be adjudicated strictly in terms of clause 32.

30.1 Replace reference to 36.3 at end of sentence with 36.0

31.12 Delete "Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due."

32.5.1 Add the following to the end of each of these clauses: "… due to no fault of the **contractor**."
32.5.4
32.5.7

32.12 Delete sub-clause

34.2 Add # next to 34.2

34.13 Replace "seven (7) **calendar days**" with "thirty-one (31) **calendar days**" and delete the words "subject to the **employer** giving the **contractor** a **tax** invoice for the amount due"

36.1 Add the following clauses 36.1.3 to 36.1.5 under 36.1 to read as follows:

36.1.3 The **contractor's** refusal or neglect to comply strictly with any of the conditions of contract.

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.

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.

36.3 Replace "**principal agent**" with "**employer**".

37.3.5
38.5.4 Replace "ninety (90)" with "one hundred and twenty (120)".

39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) **working days** of completion of such a report."

1.1
(41.1.3) Delete in the Substitute Provisions (41.0 State Clauses) clause 41.1.3 the definitions for **CONSTRUCTION PERIOD** and **INTEREST**. Sub-clause 1.1 definitions will apply (see contract data)

10.1
10.2
10.4
(41.0) Delete in the Substitute Provisions (41.0 State Clauses) clauses 10.1, 10.2 and 10.4 so that the provisions of sub-clauses 10.1, 10.2 and 10.4 of the non-**state** clauses will apply to the **state**.

11.1
(41.0) Delete in the Substitute Provisions (41.0 State Clauses) clause 11.1 so that the provisions of clause 11.1 of the non-**state** clause will apply to the **state.**

12.1
(41.0) Delete in the Substitute Provisions (41.0 State Clauses) clause 12.1 so that the provisions of clause 12.1 of the non-**state** clause will apply to the **state** and replace "**contractor**" in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with "The party responsible in terms of 12.1"

12.2
(41.0) Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State Clauses) to read "Where the **contractor** is responsible for insurances, the **contractor** shall ……"

31.11.1
31.11.2
(41.0) Delete in the Substitute Provisions (41.0 State Clauses) sub-clauses 31.11.1 and 31.11.2 so that the provisions of sub-clause 31.11.1 of the non-**state** clause will apply to the **state.**

36.7
37.5
39.5
(41.0) Add in the Substitute Provisions (41.0 State Clauses) as clauses 36.7, 37.5 and 39.5, the following:
Notwithstanding any clause to the contrary, on cancellation of this agreement either by the **employer** or the **contractor,** or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a stated date and withdraw himself from the **site**. The contractor shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.

40.2.1
40.2.2
40.3
40.4
40.5
40.6
(41.0) Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and 40.6 and replace with the following:

40.1 Should any dispute between the **employer,** his **agents** or **principal agent** on the one hand and the contractors on the other arise out of this **agreement**, such dispute shall be referred to adjudication.

40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicato**r shall be appointed in terms of the Adjudicators Agreement set out in C1.4.

40.3 If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa).Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of *1965,* as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.

40.4 If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

The additions to the JBCC Principal Agreement are:

Clause	Additions		
A1	**A1.0**	**Labour intensive component of the works**	
	A1.1	**Payment of labor-intensive component of the works.** Payment for works identified in the Scope of Work as being labor-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.	
	A1.2	**Applicable labour laws** The Ministerial Determination, Special Public Works Programme, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° 35310 04 May 2012, as reproduced below, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.	
		1	**Introduction**
		1.1	This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.
		1.2	In this document – (a) "department" means any department of the State, implementing agent or contractor; (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP; (c) "worker" means any person working in an elementary occupation on a SPWP; (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work; (e) "management" means any person employed by a department or implementing agency to administer or execute an SPWP; (f) "task" means a fixed quantity of work; (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task; (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed (i) "time-rated worker" means a worker paid on the basis of the length of time worked.
		2	**Terms of Work**
		2.1	Workers are employed on a temporary basis or contract basis.
		3	**Normal Hours of Work**
		3.1	An employer may not set tasks or hours of work that require a worker to work– (a) more than forty hours in any week; (b) on more than five days in any week; and (c) for more than eight hours on any day.
		3.2	An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
		4	**Meal Breaks**
		4.1	A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
		4.2	An employer and worker may agree on longer meal breaks.

			4.3	A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
			4.4	A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.
			5	**Special Conditions for Security Guards**
			5.1	A security guard may work up to 55 hours per week and up to eleven hours per day.
			5.2	A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.
			6	**Daily Rest Period**
				Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.
			7	**Weekly Rest Period**
				Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").
			8	**Sick Leave**
			8.1	Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
			8.2	A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
			8.3	A worker may accumulate a maximum of twelve days' sick leave in a year.
			8.4	Accumulated sick-leave may not be transferred from one contract to another contract.
			8.5	An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
			8.6	An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
			8.7	An employer must pay a worker sick pay on the worker's usual payday.
			8.8	Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
				(a) absent from work for more than two consecutive days; or (b) absent from work on more than two occasions in any eight-week period.
			8.9	A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.
			8.10	A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.
			9	**Maternity Leave**
			9.1	A worker may take up to four consecutive months' unpaid maternity leave.
			9.2	A worker is not entitled to any payment or employment-related benefits during maternity leave.
			9.3	A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

	9.4	A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
	9.5	A worker may begin maternity leave –
		(a) four weeks before the expected date of birth; or (b) on an earlier date – (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or (ii) if agreed to between employer and worker; or (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
	9.6	A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
	10	**Family responsibility leave**
	10.1	Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
		(a) when the employee's child is born; (b) when the employee's child is sick; (c) in the event of a death of – (i) the employee's spouse or life partner; (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
	11	**Statement of Conditions**
	11.1	An employer must give a worker a statement containing the following details at the start of employment – (a) the employer's name and address and the name of the SPWP; (b) the tasks or job that the worker is to perform; and (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract; (d) the worker's rate of pay and how this is to be calculated; (e) the training that the worker will receive during the SPWP.
	11.2	An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
	11.3	An employer must supply each worker with a copy of these conditions of employment.
	12	**Keeping records**
	12.1	Every employer must keep a written record of at least the following –
		(a) the worker's name and position; (b) in the case of a task-rated worker, the number of tasks completed by the worker; (c) in the case of a time-rated worker, the time worked by the worker; (d) payments made to each worker.
	12.2	The employer must keep this record for a period of at least three years after the completion of the SPWP.

			13	**Payment**
			13.1	An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
			13.2	A worker may not be paid less than the minimum wage rate of R185.52 per day or per task. This will be adjusted annually on the 1st of November in line with inflation (available CPI as provided by Stats SA six (6) weeks before implementation)
			13.3	A task-rated worker will only be paid for tasks that have been completed.
			13.4	An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
			13.5	A time-rated worker will be paid at the end of each month.
			13.6	Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
			13.7	Payment in cash or by cheque must take place –
				(a) at the workplace or at a place agreed to by the worker; (b) during the worker's working hours or within fifteen minutes of the start or finish of work; (c) in a sealed envelope which becomes the property of the worker.
			13.8	An employer must give a worker the following information in writing –
				(a) the period for which payment is made; (b) the numbers of tasks completed or hours worked; (c) the worker's earnings; (d) any money deducted from the payment; (e) the actual amount paid to the worker.
			13.9	If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
			13.10	If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.
			14	**Deductions**
			14.1	An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
			14.2	An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
			14.3	An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
			14.4	An employer may not require or allow a worker to –
				(a) repay any payment except an overpayment previously made by the employer by mistake; (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or (c) pay the employer or any other person for having been employed.
			15	**Health and Safety**
			15.1	Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

	15.2	A worker must –	
		(a)	work in a way that does not endanger his/her health and safety or that of any other person;
		(b)	obey any health and safety instruction;
		(c)	obey all health and safety rules of the SPWP;
		(d)	use any personal protective equipment or clothing issued by the employer;
		(e)	report any accident, near-miss incident or dangerous behavior by another person to their employer or manager.
	16	**Compensation for Injuries and Diseases**	
	16.1	It is the responsibility of the employers (other than a contractor) to arrange for all persons employed to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.	
	16.2	A worker must report any work-related injury or occupational disease to their employer or manager.	
	16.3	The employer must report the accident or disease to the Compensation Commissioner.	
	16.4	An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.	
	17	**Termination**	
	17.1	The employer may terminate the employment of a worker for good cause after following a fair procedure.	
	17.2	A worker will not receive severance pay on termination.	
	17.3	A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.	
	17.4	A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.	
	17.5	A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.	
	18	**Certificate of Service**	
	18.1	On termination of employment, a worker is entitled to a certificate stating-	
		(a)	the worker's full name;
		(b)	the name and address of the employer;
		(c)	
		(d)	the work performed by the worker;
		(e)	any training received by the worker as part of the SPWP;
		(f)	the period for which the worker worked on the SPWP;
		(g)	any other information agreed on by the employer and worker.

A2	**A2.0**	**Mandatory Sub-Contracting (Only for projects above R 30 Million)**
	A2.1	The Contractor must sub-contract 30% of the work to Domestic Sub-Contractors. The Sub-Contractors shall have a CIDB grading.
		The Contractor shall, directly after appointment and without delay, enter into domestic sub-contracts with the Domestic Sub-Contractors and forward a copy of these agreements to the Principal Agent. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.
		The Contractor will be responsible for all assistance and training required by the Sub-Contractor/s to complete the Project successfully. Irrespective of the mandatory sub-contracting requirement of this contract, the Contractor will at all times be the responsible party in accordance with the conditions of contract.
A3		
A4	**A4.0**	**Attendance to Domestic Sub-Contractors in terms of clauses A2 above**
	A4.1	The attendance of to the Domestic Sub-Contractor appointed in terms of clauses A2 above shall be priced under the relevant specific preliminaries item in the Preliminaries Section of the Bills of Quantities.
A5	**A5.0**	
	A5.1	
A6	**A6.0**	**Expanded Public Works Programme**
	A6.1	The Contractor will be required to employ staff which satisfies the EPWP requirements as per the Guidelines for the implementation of labor-intensive infrastructure projects.

Part 1: Contract Data Completed by the Employer

Clause	Item and data
1.2	**The Employer is :** THE INDEPENDENT DEVELOPMENT TRUST **Telephone:** 043 -711 6000 **Facsimile:** N/A **Address (physical):** IDT East London, Palm Square Business Park, Silverwood House, Beacon Bay, 5200 **Address (Postal):** Palm Square Business Park, Silverwood House, Beacon Bay, 5200
5.1	**The Principal Agent is :** FWJK Quantity Surveyors CC **Telephone:** 043 704 8700 **Facsimile:** N/A **Address (physical):** 13 Greenwood Street, Berea, EAST LONDON 5241
5.2	**Agent (1) is:** FWJK Quantity Surveyors CC **Agent's service:** Quantity Surveying Services **Telephone:** 043 704 8700 **Facsimile:** N/A **Address (physical):** 13 Greenwood Street**,** Berea, EAST LONDON**,** 5241
5.3	**Agent (2) is** : Archworxz **Agent's service**: Architecture **Telephone**: 041 582 4965 **Facsimile**: N/A **Address (physical):** 2 Cross Street, Richmond Hill, Port Elizabeth, 6000
5.4	**Agent (3) is**: Eye Sizwe Consulting Engineers **Agent's service:** Electrical Engineering **Telephone:** 043 748 3830 **Facsimile:** N/A **Address (physical):** 16 Allenby Road, Selborne, East London, 5201
5.5	**Agent (4) is**: BVI Engineers **Agent's service:** Civil and Structural Works **Telephone:** 043 722 2738 **Facsimile:** N/A **Address (physical):** 1st Floor, Esprit House, Triple Point, St Helena Drive ,Beacon Bay, East London, 5241

1.1	**The Works comprises** of the Construction of Security Fencing to the Perimeter of Floradale Primary School
1.1	THE **SITE** IS LOCATED AT FLORADALE PS, IN BEACON BAY, EAST LONDON, EASTERN CAPE PROVINCE
1.1 22.2	The **Works** or installations to be undertaken by **direct contractors** comprises: Construction of Security Fencing to the Perimeter of Floradale Primary School
41.0 31.11.2 11.2 31.4.2 26.1.2	The Employer is an organ of **State** • The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply. • Lateral support insurance is to be effected by the **contractor** • Payment will be made for materials and goods • Extended **defects** liability period will apply to the following elements: NOT APPLICABLE
15.2.1	Possession of the **site** is to be given on the date in the schedule providing the **employer** with **construction guarantees** in accordance with the provisions of 14.0.
15.3	The period for the commencement of the **works** after the **contractor** takes possession of the site is ten (10) **working days**. For the **works** as a whole: The date for **practical completion** is 3 months after contractual commencement date The **penalty** per **calendar day** is 11 cents per R100 of the contract value
1.2	The law applicable to the agreement shall be that of the Republic of South Africa.
10.1; 10.2 and 12.1	Contract insurance is to be effected by the **contractor.**
10.1 10.2 12.1	Contract works insurance is to be effected by the **contractor** for a sum not less than the **contract sum plus 20%** with a deductible in an amount that the **contractor** deems appropriate.
10.1 10.2 12.1	Supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association.
11.1, 12.1	Public liability insurance to be effected by the **contractor** for an amount of **R10, 000,000.00 with** a deductible in an amount as determined by the contractor's insurance company.
11.2, 12.1	Support insurance to be effected by the **contractor** for the sum of **NOT** *APPLICABLE* with a deductible in an amount that the **contractor** deems appropriate.
3.3, 15.1.3, 31.16.2	A waiver of the **contractor's** lien or right of continuing possession is not required.
3.7	Three copies of the construction documents are to be supplied to the **contractor** free of charge.
3.4	JBCC Engineering General Conditions are not to be included in the contract document.
31.5.3	The contract value is not to be adjusted using CPAP indices.
31.3	The 25th day of the month for the issue of an interim payment certificate.
14.5	The employer will not provide advanced payments against an advanced payment guarantee.

14.2 and 14.4	The **construction guarantee** is to be a fixed guarantee in an amount of 10% of the contract sum and payment reduction
40.0	Dispute resolution shall be by adjudication ~~or~~ ~~Dispute determinations shall be by arbitration~~

Part 2: Contract Data completed by the Contractor

Clause	**Item and data**
1.2	The name of the Contractor is. . . . .
	The address of the contractor is: Telephone: . . . . . . Facsimile: . . . . . . Address (physical): . . . . Address (postal): . . . .

INDEPENDENT DEVELOPMENT TRUST

Construction of Security Fencing to the Perimeter of Floradale Primary School

C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means . . . . . .

Physical address . . . . . .

. . . . . .

Guarantor's signatory 1 . . . . . Capacity . . . . . .

Guarantor's signatory 1 . . . . . Capacity . . . . . .

Employer means **The Independent Development Trust**

Contractor means . . . . . .

Agent means **FWJK CC**

Works means **Bid No: DOEEC/12/2022/2023–** Construction of Security Fencing to the Perimeter of Floradale Primary School

Site means **The designated site to be shown to the contractor is at FLORADALE PS, IN BEACON BAY, EAST LONDON, EASTERN CAPE PROVINCE**

Agreement means **the JBCC Series 2000 Principal Agreement Edition 6.2 Code 2101 May 2018**

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 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 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

INDEPENDENT DEVELOPMENT TRUST

Construction of Security Fencing to the Perimeter of Floradale Primary School

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)

(the Parties) and

. . . . . (name)
of . . . . . .

. . . . . (address)

(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: _____	SIGNED by: _____	SIGNED by: _____
Name:	Name:	Name:
ID:	ID:	ID:
who warrants that he / she is duly authorized to sign for and on behalf of the first Party in the presence of	who warrants that he / she is duly authorized to sign for and behalf of the second Party in the presence of	the Adjudicator in the presence of
Witness _____	Witness: _____	Witness: _____
Name: _____	Name _____	Name: _____
Address:	Address:	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 31 days after receipt of invoice,

* Delete as necessary

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 (Sixth Edition (Revised)), 1999. Where applicable the:

a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
b) 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 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, and March 2005. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

3 Preliminary and general requirements are based on the various parts of the JBCC Series 2000 Preliminaries as prepared by the Joint Building Contracts Committee, Edition 4.1, and March 2005. The additions, deletions and alterations to the various parts of the JBCC Series 2000 Preliminaries as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

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

5 The 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 kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.

7 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 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.

9 Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.

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 The amount of the Preliminary and General 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 and General Section and any amount in respect of contract price adjustment provided for in the contract.

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 The amount or items of the Preliminary and General 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:

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 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:

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

18 The adjustment of the Preliminary and General 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 and General Section shall exclude any contingency sum, the amount for the Preliminary and General 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 All work is to be constructed using labor-intensive methods. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a variation order to the contract

20 Payment for items, which are designated to be constructed under labour-intensively, will not be made unless they are constructed using labor-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

21 The tenderer is to acquaint himself as to the specific requirements of this tender as contained in additional clauses A1 to A6 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

INDEPENDENT DEVELOPMENT TRUST

Construction of Security Fencing to the Perimeter of Floradale Primary School

FLORADALE

C2.2 Bills of Quantities

C3 Scope of Work

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The employer's objective is to provide:

Construction of Security Fencing to the Perimeter of Floradale Primary School

1.2 Overview of the works

Construction of Security Fencing to the Perimeter of Floradale Primary School

1.3 Location of the works

The designated site to be shown to the contractor is at Floradale Primary School, Beacon Bay, East London, Eastern Cape

Temporary works

To be communicated to the winning bidder before construction commences

2 DRAWINGS

The drawings used for setting up the Bills of Quantities are attached.

- **Architectural drawings**

Three (3) sets to be provided to the successful tenderer at site hand over

3 PROCUREMENT

3.1 Preferential procurement procedures

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

3.1.1 Requirements for the sourcing and engagement of labour.

3.1.1.1 Labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

3.1.1.2 The rate of pay set for this project is as follows:

Description	Daily wage for 8 hour work day (Minimum)	Important Note to Bidders
Unskilled labour Semi-skilled labour	R 185-52 R 231-20	**NB:** Bidders are to check and verify rates used in the area during compulsory briefing or before

Skilled labour Supervisor	R 251-76 R 307-84	submitting bid document.

3.1.1.3 Tasks established by the contractor must be such that:

a) the average worker completes 5 tasks per week in 40 hours or less; and

b) the weakest worker completes 5 tasks per week in 55 hours or less.

3.1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 3.1.1.3.

3.1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

a) where the head of the household has less than a primary school education;

b) that have less than one full time person earning an income;

c) where subsistence agriculture is the source of income;

d) those who are not in receipt of any social security pension income

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

a) 25 % women;

b) 50% 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 Definitions

3.1.2.1.1 Targeted labour: Unemployed persons who are employed as local labour on the project.

3.1.2.2 Contract Participation Goal

3.1.2.2.1 The minimum Contract Participation Goal applicable to the Contract is 30%.

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. The Person / days will be calculated in accordance with Addendum F: Contract Person / Days Calculation Format.

3.1.2.3 Terms and conditions for the engagement of targeted labour

3.1.2.3.1 Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts to be signed between the Contractor and workers will be in accordance with the pro-forma contract, attached as Addendum D.

3.1.2.3.2 Further to the provisions of clause 5.2 of SANS 1914-5, the Contractor will use the pro-forma attendance register, attached as Addendum E, to record the required information as per said clause.

3.1.2.4 Variations to the SANS 1914-5

None

3.1.2.5 Training of targeted labour

3.1.2.5.1 The Employer will appoint a service provider that will provide training to the workers. The Contractor need not to provide for payment of said service provider.

3.1.2.5.2 Workers will receive 2 days training per every 22 working days for the duration of the Contract.

3.1.2.5.3 An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend training, in terms of 3.1.2.5.

3.1.2.5.4 Records pertaining to the attendance, progress and performance of trainees will be kept by the Contractor and made available to the Employer monthly. These records shall be attached to the monthly progress payment certificates to the Employer.

3.1.2.5.5 The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.

3.2 Subcontracting

3.2.1 Scope of mandatory subcontract work

As per the mandatory sub-contracting clause, the Contractor must not sub-contract more than 30% of work to Domestic Sub-contractors.

The Contractor shall without delay enter into contracts with the Domestic Subcontractors as submitted on the returnable schedule and forward a copy of these agreements to the Principal Agent. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

The Contractor to take note of item 3.2.2 below

3.2.2 Preferred subcontractors / suppliers

3.2.3 Subcontracting procedures

See items 3.2.1 and 3.2.2 as well as tender data

3.2.4 Attendance on subcontractors

Attendance to Domestic Sub-contractors as stated above should be priced under the relevant items in the Preliminaries section of the bills of quantities. Attendance to nominated sub-contractors should be priced under the relevant items in the Provisional Sums section of the bills of quantities.

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 occurs.

4.2 Unauthorized 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 during site meetings, which will be used by the consultant to update the client.

4.5 Payment certificates

The Contractor to ensure that the VAT invoice required with each certificate is delivered timeously. The date of the certificate will be that of the date when the certificate is received by the consultant.

The Contractor to ensure timeous submission of all required documentation for the expedient processing of payment certificates, as required by the client, eg BAS entity forms, company registration details, VAT clearance certificates, etc. The Contractor is responsible for such documentation submission.

4.6 Addenda

4.6.1 Occupational Health and Safety Regulations (*ADDENDUM A*)
4.6.2 Standard Occupational Health and Safety Specification (*ADDENDUM B*)
4.6.3 Environmental Management Plan (*ADDENDUM C*) (will be made available to the successful bidder)
4.6.4 Pro-forma contract between Contractor and Worker (*ADDENDUM D*)
4.6.5 Pro-forma Attendance Register (*ADDENDUM E*)
4.6.6 Contract Person / Days Calculation Format (*ADDENDUM F*)
4.6.7 Contractor monthly report format (see 4.4 above) also available in electronic format (*ADDENDUM G*)
4.6.8 Guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (*ADDENDUM H*) (available on the following *website www.epwp.gov.za)*
4.6.9 Drawings *(ADDENDUM I)*
4.6.10 IDT Addendum to the JBCC *(ADDENDUM J)*

C4 Site Information

SITE LOCATION : 32.57.125 S 27.55.328 E

ADDENDUM A

Occupational Health and Safety Regulations

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. ..... 7 February 2014

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

CONSTRUCTION REGULATIONS, 2014

The Minister of Labour has under section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), after consultation with the Advisory Council for Occupational Health and Safety, made the regulations in the Schedule.

ADDENDUM A

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
Regulation 3 of the Construction Regulations, 2014

NOTIFICATION OF CONSTRUCTION WORK

1.(a) Name and postal address of principal contractor:

_____

(b) Name and tel. no of principal contractor's contact person:

_____

2. Principal contractor's compensation registration number: _____

3.(a) Name and postal address of client:

_____

(b) Name and tel no of client's contact person or agent:

_____

4.(a) Name and postal address of designer(s) for the project:

_____

(b) Name and tel. no of designer(s) contact person:

_____

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1). _____

6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6.(2).

_____

7. Exact physical address of the construction site or site office:

_____

8. Nature of the construction work:

_____

_____

_____

9. Expected commencement date: _____

10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site.

_____

12. Planned number of contractors on the construction site accountable to principal contractor:

_____

13. Name(s) of contractors already chosen.

_____

_____

_____

_____ _____

Principal Contractor Date

_____ _____

Client Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

ADDENDUM B

Occupational Health and Safety Specification

INDEPENDENT DEVELOPMENT TRUST

(Hereinafter referred to as the Employer)

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

This specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this Specification.

IDT East London Office
Palm Square Business Park
Silverwood House, Bonza Bay Road
BEACON BAY, EAST LONDON
5200

Contact:
Name: Ms. N. Dyasi
Telephone: (043) 711 - 6000

ADDENDUM "A"

PRO-FORMA AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT 1993

PRO-FORMA AGREEMENT IN TERMS OF

OCCUPATIONAL HEALTH AND SAFETY ACT 1993 – SECTION 37 (2)

NEW CONSTRUCTION SAFETY REGULATIONS

The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2014 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

(a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer's Health and Safety Specifications included in the contract documents.

(b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer's Health and Safety Specifications included in the contract documents will be complied with in all respects.

(c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.

(d) 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 set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.

(e) The Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of 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 Contract.

(f) Forward "safety meeting" minutes to the representative/Agent.

For the Employer: _____ Date: _____

Witnesses: 1) : _____ 2) _____

For the Contractor: _____ Date: _____

Witnesses: 1) : _____ 2) _____

ADDENDUM “B”

NOTIFICATION OF CONSTRUCTION WORK

NOTIFICATION OF CONSTRUCTION WORK
(Regulation 3 of the Construction Regulations, 2014)

1. CONTRACTOR

1.1 Name and postal address of Contractor :

_____
_____
_____

1.2 Name and telephone number of Contractor's contact person :

_____

1.3 Contractor's compensation registration number :

_____

1.4 Name and telephone number of Contractor's Construction Supervisor :

_____

1.5 Physical address of the construction site or site office:

_____
_____
_____

1.5 Estimated number of persons on the construction site :

_____

1.6 Estimated number of Subcontractors on the construction site accountable to the Contractor :

_____

2. EMPLOYER

2.1 Name and postal address of Employer :

_____
_____
_____

2.2 Name and telephone number of Employer's Principal Agent:

_____

3. DESIGN CONSULTANTS

3.1 Name and postal address of design consultants:

3.1.1 Construction project managers/ Principal Agents:

FWJK CC
13 Greenwood Street
Berea, East London
5241
Tel: 043 704 8700

3.1.2 Architects:

ArchxWorks
2 Cross Street
Richmond Hill, Port Elizabeth
5241
Tel: 041 582 4965

3.1.3 Structural engineer :

BVI Engineers
1st Floor, Esprit House, Triple Point, St Helena Drive ,
Beacon Bay, East London,
5247
Tel: 043 722 2738

3.1.4 Electrical engineer:

Eye Sizwe Consulting Engineers
16 Allenby Road,
Selborne, East London,
5201
Tel: 043 748 3830

3.1.5 Civil engineer :
BVI Engineers
1st Floor, Esprit House, Triple Point, St Helena Drive ,
Beacon Bay, East London,
5247
Tel: 043 722 2738

3.1.6 Security engineer :

_____
_____
_____

3.1.7 Other (if any) :

_____

_____

3.2 Name and telephone number of design consultant's contact person :

3.2.1 Construction project managers/ Principal Agent :

AS PER ABOVE 3.1

3.2.2 Architects :

AS PER ABOVE 3.1

3.2.3 Structural engineer :

AS PER ABOVE 3.1

3.2.4 Electrical engineer :

AS PER ABOVE 3.1

3.2.5 Mechanical engineer :

AS PER ABOVE 3.1

3.2.6 Civil engineer :

AS PER ABOVE 3.1

3.2.7 Security engineer :

_____

3.2.8 Other (if any) :

4. THE WORKS

Nature of the works:

Construction of Security Fencing to the Perimeter of Floradale Primary School

Commencement date :

_____

Completion date :

_____

Contractor: _____ Date: _____

Employer: _____ Date: _____

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

ALL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER CONTRACTOR ON THE SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

ADDENDUM C

Environmental Management Plan

TO BE PROVIDED BY THE SUCCESSFUL TENDERER

ADDENDUM I

Drawings

See attached

ADDENDUM J

ADDENDUM

To the

THE JBCC PRINCIPAL BUILDING AGREEMENT

NAME OF PROJECT: ----------

INTRODUCTION

WHEREAS, the Independent Development Trust ("IDT") made an Offer of Appointment and the Contractor has accepted such appointment subject to the conditions stipulated in the aforesaid Offer of Appointment Letter, which conditions include signing of the JBCC Agreement, Edition …….. (hereinafter referred to as "Main Agreement").

AND WHEREAS, this addendum shall form part of the Main Agreement between the Employer and the Contractor.

1. ADDENDUM TO THE MAIN AGREEMENT

1.1 This Agreement will constitute an Addendum to the Main Agreement as contemplated herein;

1.2 The Terms of Reference, Accepted Proposal or Tender, Standard Conditions of Tender, Special Conditions of Tender and adjusted Priced Bills of Quantities shall form part of the agreement between the Contractor and the Employer;

1.3 This Addendum will be deemed to incorporate, with or without variation, all the provisions of the Main Agreement, unless the context clearly requires otherwise;

1.4 All words and phrases used in this Addendum which are defined in the Main Agreement, will bear the same meaning assigned to them in the Main Agreement; and

1.5 All references in the Main Agreement to "the/this Agreement" itself, will be deemed to be references also to the Main Agreement duly amended by this Addendum.

1.6 Interpretations and Definition

1.6.01 **Financial Implications** shall means the variation amount over and above the awarded contract sum.

2. SPECIAL CONDITION

If there is any conflict between the contents or any part of this Addendum and the contents or any part of the Main Agreement and other annexures, the content of this Addendum shall prevail.

3. WAIVER OF CONTRACTOR'S LIEN

3.1 The Contractor hereby 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.

3.2 The Employer, as an Organ of State, shall not be required to provide payment guarantees.

4. ASSIGNMENT OF RIGHTS OR OBLIGATIONS

4.1 Neither **party** shall assign or cede rights or obligations without the written consent of the other **party**, which consent shall not be unreasonable withheld.

4.2 Where the Contractor intend to cedes any right to monies due or to become due under this agreement as security in favour of a financial institution, a written consent in accordance with clause 4.1 above, shall be obtained from the Employer prior to entering into such cession.

4.3 Any cession entered into without the necessary written consent from the either party, shall be null and void.

4.4 The Employer shall not consent to a cession of monies due or to become due under this agreement as security in favour of a financial institution, unless such financial institution submitted to the IDT a Valid Tax Clearance Certificate, is registered as a credit provider in terms of the National Credit Act and as a vendor in the IDT's Vendor Management System.

5 INTERIM PAYMENT

5.1 The **Employer** shall, in accordance with clause 8.2.3 of the treasury regulation of March 2005, pay to the **Contractor** the amount certified in an interim **payment certificate** within **thirty (30) calendar days** of the date of submission of the **payment certificate**".

5.2 Default interest, where applicable, shall only be effective after the 30 calendar days of the date of receipt of the interim **payment certificate from the Principal Agent.**

5.3 The Employer shall be entitled to apply a set-off against a legitimate and liquid claim against the Contractor from which a valid invoice has been received.

6 TAX COMPLIANCE MEAUSRES

6.1 The Contractor hereby grant confirmation that SARS may, on on-going basis during the contract term, disclose the Contractor's tax compliance status to the employer.

6.2 Should the Contractor appoint a sub-contractor to execute a portion of a work in excess of the threshold (currently 25%) prescribed by the National Treasury, the Contractor must ensure that a sub-contractor is tax complaint and remains tax compliant for the full duration of the contract. The contractor shall obtain a written consent from its sub-contractors confirming that SARS may on on-going basis during the contract term, disclose the sub-contractor's tax compliance status to the employer.

6.3 The Contractor shall submit a valid tax clearance certificate within 10 working days from the date of expiry of the tax clearance certificate. The Employer reserve the right to demand a valid Tax Clearance Certificate prior to making any payment to the Contractor, should it become aware that the tax clearance corticated has expired.

6.4 Unless the Employer receive a written confirmation that the Contractor has challenged its tax compliance status with SARS, the Employer shall not process any payment to the Contractor, if 30 days has lapsed since the written notice by the Employer and the Contractor has failed to remedy its tax compliance status.

6.5 Employer's non-payment of the Contractor's invoice in accordance with clause 6.4 above shall not absolve the contractor from performing its obligation in terms of the contract.

6.6 Unless the Employer receives a written confirmation that the Contractor or sub-Contractor has challenged its tax compliance status with SARS, the Employer shall be entitled to cancel the contract with the Contractor or instruct the Contractor to cancel its contract with the Sub-Contractor.

6.7 Where a Contractor is a JV, each party to a JV must be tax complaint and remains tax compliant for the full duration of the contract, failing which, the Employer shall invoke paragraph 6.4 or 6.6 above.

7. APPROVAL OF VARIATION ORDERS

7.1 Upon receipt of the Variation Order (VO), the Principal Agent must professionally consider the merits of the Variation Order and make a recommendation to the Employer.

7.2 The Principal Agent shall not have the power to approve any deviation or variation which has financial implications on the Employer without the necessary written approval of the Employer, except under emergency circumstances wherein failure to undertake the work may result in loss of life.

7.3 The Employer must communicate the approval of a Variation Order in writing to the Principal Agent and the Principal Agent shall, upon receipt of confirmation of the approval of the VO, issue the necessary Contract Instruction to the contractor to undertake the works.

7.4 The Contractor shall not commence with any Variation Order Works without the written approval of the Variation Order from the Employer, except under circumstances mentioned in paragraph **7.2** above.

7.5 Should the Contractor undertakes the Variation Order Works without the necessary written approval of the Variation Order from the Employer, the Contractor shall be entirely liable for any financial and any related implications and hereby indemnify and hold harmless the Employer from and against any and all claims, actions, damages, liabilities, injuries, costs, fees, expenses, or losses, including and without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by, or for which liability may be asserted against, the Employer arising out of the Contractor's performance or non-performance of unauthorized works, but only to the extent caused by the negligent acts, errors or omissions of the Contractor.

7.6 The Contractor shall not accept any instructions from any party, including beneficiary Department, other than the Principal Agent.

8. JOINT VENTURE AGREEMENT

8.1 Should the Joint Venture Agreement be dissolved or any of the JV partner pull out the JV Agreement for any reasons whatsoever, the Employer hereby reserve its right to terminate the contract with immediate effect.

8.2 Should the Employer decide not to terminate the contract upon the dissolution of the JV Agreement and the replacement JV partner does not meet the BBBEE threshold stipulated in the tender document, the IDT shall be entitled to cancel the contract with immediate effect.

8.3 Should the BBBEE status of the Joint Venture be changed to a lower rate than the bidding rate, based on legislation applicable at the closing date of the

8.4 tender, the IDT shall be entitled to cancel the contract.

9. BREACH

9.1 In the event that the contractor: -

9.1.1 commits an act of insolvency; or

9.1.2 is placed under a provisional or final winding-up or judicial management order; or

9.1.3 is placed under or applied for business rescue; or

9.1.4 makes an assignment of more than 25% of either its right and/or its obligation for the benefit of the third arty without the written consent of the employer; or

9.1.5 the Contractor is registered or fails to renew his registration with the CIDB or changes directorship during the course of the project, resulting in the contravention of BBBEE statutory requirement; or

9.1.6 fails to satisfy or take steps to have set aside any judgment taken against it within 14 (Fourteen) business days after such judgment has come to its notice,

then the other Employer will be entitled to terminate the Agreement on written notice.

Signed at …… on this the …… day of ……..**202..**

AS WITNESSES:

1. _____ _____

For and on behalf of the **Employer: (…….)**, in his/her capacity as the ----------

2. _____ _____

For and on behalf of the **Employer: (……..)**,in his/her capacity as the ----------.

Signed at …… on this the …… day of ……**202…**

AS WITNESSES:

3. _____

4. _____ _____

For and on behalf of the **Contractor: ……** in his/her capacity as ……, who hereby confirm that he/she is duly authorized.