



INDEPENDENT DEVELOPMENT TRUST

TENDERING PROCEDURES, RETURNABLE DOCUMENTS,
AGREEMENT AND CONTRACT DATA, SCOPE OF WORK AND SITE
INFORMATION

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 2 GRADE R
CLASSROOMS, ADMINISTRATION BLOCK, 1 GUARD HOUSE, EXTERNAL
WORKS AND ELECTRICAL INSTALLATIONS TO MOKGAOTSI PRIMARY
SCHOOL FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE

BID NO: DOE12NWER009

CLOSING DATE AND TIME: 13 SEPTEMBER 2023 at 12h00

Independent Development Trust

SCM / Technical Enquiries

E-mail: rozynem@idt.org.za and andrewn@idt.org.za

Bidder:

CIDB Registration Number:

Tender Offer including VAT

CSD Registration Number:

COIDA / FEMA Certificate Number:

Contact Person:

Contact Details:

Contents

Number	Heading	Page	Colour
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THE BID

Part T1: Bidding procedures

T1.1	Bid Notice and Invitation to Bid	2 – 8	White
T1.2	Bid Data	9 – 40	Pink

Part T2: Returnable documents

T2.1	List of Returnable Documents	41 – 42	Yellow
T2.2	Returnable Schedules	43 - 94	Yellow

THE CONTRACT

Part C1: Agreement and Contract Data

C1.1	Form of Offer and Acceptance	95 – 100	Yellow
C1.2	Contract Data	103 – 126	Yellow
C1.3	Form of Guarantee	127 – 129	Yellow
C1.4	Adjudicators Agreement	130 – 132	Yellow
C1.5	Agreement in terms of Occupational Health and Safety	133 – 135	Yellow
C1.6	Waiver of Lien	136 - 137	Yellow

Part C2: Pricing Data

C2.1	Pricing Instructions	138 - 143	Yellow
C2.2	Bill of Quantities	144 - 341	Yellow

Part C3: Scope of Work

C3	Scope of Work	342 - 355	Blue
• The scope of works comprises the Construction of 3 Grade R Classrooms • 1 Guard House, • External Works And • Electrical Installations			

Part C4: Site Information

C4.1	Site Information	356 - 357	Green
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This tender applies to both the (a) Skills Development Standard and the (b) Indirect Targeting Standard.

Although in the case of these two standards there are no returnable documents, tenderers are sensitized that the proforma documents as listed below, shall be completed by the successful contractor after award of the contract within the stipulated period. (The proforma documents are provided in the tender data for information purposes only).

Form A 1 List of recognized Skills Development Agencies, Form A 2 Baseline Training Plan, Form A 3 Project Interim Report, Form A 4 Supervisor Agreement, Form A 5 Project Completion Report. (Skills Development Standards)

Project Interim Report, Project Completion Report and Declaration. (Indirect Targeting Standards)

Annexures

White

Annexure A: Architectural Drawings & Specifications

Annexure B: Civil Engineering Drawings

Annexure C: Structural Engineering Drawings

Annexure D: Mechanical, Fire & Wet Services Drawings

Annexure E: Electrical Engineering Drawings & Specifications

Addendum

Addendum A: Occupational Health & Safety Regulations

Addendum B: Occupational Health & Safety Specifications

Addendum C: Environmental Management Plan

Addendum D: IDT Addendum to the JBCC PBA

T1.1 BID NOTICE AND INVITATION TO BID

INDEPENDENT DEVELOPMENT TRUST

T1.1 Bid Notice and Invitation to Bid

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 2 GRADE R CLASSROOMS, ADMINISTRATION BLOCK, 1 GUARD HOUSE, EXTERNAL WORKS AND ELECTRICAL INSTALLATIONS TO MOKGAOTSI PRIMARY SCHOOL FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE

BID NUMBER: DOE12NWER009

CLOSING DATE AND TIME: 13 SEPTEMBER 2023 at 12h00

On behalf of the Department of Education, North West Province, the Independent Development Trust, invites bidders for the **APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 2 GRADE R CLASSROOMS, ADMINISTRATION BLOCK, 1 GUARD HOUSE, EXTERNAL WORKS AND ELECTRICAL INSTALLATIONS TO MOKGAOTSI PRIMARY SCHOOL FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE**

Only tenders who have a CIDB contractor grading of **Grade 6GB (General Building) or higher; and comply with the tender conditions will be legible.**

The evaluation of the tender will be carried out in three (3) phases.

Phase 1: Mandatory Requirements

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

- Letter of Authority for signatory and / or Board / company resolution (for companies that has more than one Directors)
- The bidder must provide proof of valid CIDB registration or CIDB number– **Grade 6GB or higher** (If JV, all partners must submit their CIDB grading certificates and the consolidated CIDB Grading certificate, which equates to the required grading)
- The bidder must provide a valid COIDA letter or Tender Letter obtainable from Department of Labour or FEMA certificate. (If JV, all partners must submit COIDA or FEM Certificates)
- Attendance to the compulsory site briefing meeting - Briefing session attendance register must be signed at Briefing Meeting
- The bidder must duly complete and sign **in full**:

- SBD 1: Invitation to bid,
- SBD 4: Bidder's disclosure and
- SBD 6.1 Preference points claim form in terms of PPPFA, Procurement Regulations 2022
- The bidder must complete Form of Offer, fully signed and witnessed in the tender document **in full**
- Joint Venture (JV) agreement, **if applicable**, JV agreement must be signed by all parties of the JV
- Acknowledgement of Addenda to Tender Documents (if applicable)

- 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 the bidder is listed on National Treasury List of Restricted Suppliers shall result in disqualification of the bid.
 - (iv) If any of its Directors are Listed on the Register of Defaulters 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.

Non-Compulsory Document, but mandatory to comply at the award stage

- Tax Compliance Letter with a unique pin
- Central Supplier Database (CSD) Report

Only bidders who met all mandatory requirements will be evaluated further on functionality.

Phase 2: Functionality criteria

Criteria	Points Allocation
A. Relevant Previous Experience on completed projects of asimilar nature and value in the last ten (10) years	35 points
B. Signed and stamped client references on the same projects listed above (both Client & Client Representative) or Signed and Contactable reference letters from previous clients.	20 points
C. Qualifications, Skills and Experience of project key resources	35 points
D. Financial Viability	10 Points
Total	100 points
NB: Minimum qualifying functionality threshold is 70 points out 100	

Similar Nature of work for evaluation Construction of Buildings (No points will be allocated for other nature and value of works like Civil Engineering projects, Water projects, Transport Projects, Traffic Engineering Projects, and all Electrical & Mechanical Engineering projects)

Supporting Documents Required

- CIPC Document
- Original certified ID Copies of directors (not older than 6 Months)
- Particulars of Tender's Projects (Appointment letters and completion certificates)
- Schedule of Tenderer's References
- CV of Key Personnel including the OHS
- Original certified copies of Certificates/qualifications (not older than 6 Months)
- Original certified copies of all Professional Registrations of Staff.
- Signed and stamped banking/financial documentation

Only bidders who are competent and who have achieved the minimum functionality threshold of 70 points or higher will be evaluated on **80/20** (Price / Specific Goals) points based on the Preferential Procurement Regulations of 2022.

Phase 3: Preferential Point System

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:

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—

The 80/20 Preferential Point System will be applied, where 80 points will be allocated for price and 20 points for specific goals. The 80/20 system will be used since the estimated value for this project is below the R50 000 000 (all applicable taxes included).

- (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 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 (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women Ownership	6	
Youth Ownership	6	
People with Disabilities Ownership	4	
Black Male Ownership	4	
Total points for Price and SPECIFIC GOALS	100	

Source Documents to be submitted with the Tender:

- 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)

A compulsory site briefing / clarification meeting will be held on 22 August 2023 at 11h00am at the MOKGAOTSI Primary School. The school location is 10551 Thageng Section, Mokgaotsistad, Madikwe, 2747 in North West Province at the Moses Khotane Municipality.

The GPS coordinates are latitude -25.254891 and longitude 26.490402°.

Note: Bidders are requested and encouraged to arrive early before the commencement of the briefing session. No late arrivals will be allowed in the briefing meeting.

The IDT may 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 following the link <http://www.idt.org.za/business-opportunities/current-tenders/> as well as on the e-tenders portal, www.etenders.gov.za. 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 in writing to rozynem@idt.org.za and andrewn@idt.org.za during office hours (08h30 – 17h00) weekdays.

Enquiries will be accepted until the **06 September 2023** at 17h00. No Verbal or telephonic queries will be attended to. Any attempt to verbally contact the IDT's Agent or IDT's employee to influence outcome of this tender will lead to disqualification.

On submission of Tender documents, the bidder must submit a signed original bid document in hard copy.

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

The bid closing date is **13 SEPTEMBER 2023 at 12h00** and bids shall be submitted in the tender box at IDT's North West Regional Office;

**4071 Joules Street
Industrial Site
Mahikeng
2735**

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 BID DATA

INDEPENDENT DEVELOPMENT TRUST

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 2 GRADE R CLASSROOMS, ADMINISTRATION BLOCK, 1 GUARD HOUSE, EXTERNAL WORKS AND ELECTRICAL INSTALLATIONS TO MOKGAOTSI PRIMARY SCHOOL FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE

T1.2 Bid Data

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

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

The additional conditions of bid are:

Clause number	BID DATA FOR APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 2 GRADE R CLASSROOMS, ADMINISTRATION BLOCK, 1 GUARD HOUSE, EXTERNAL WORKS AND ELECTRICAL INSTALLATIONS TO MOKGAOTSI PRIMARY SCHOOL FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE– BID NUMBER: DOE12NWER009
F.1.1	The employer is the Independent Development Trust on behalf of the Department: Education, North West Province.
F.1.2	The bid documents issued by the employer comprises: THE BID Part T1: Bidding procedures T1.1 Bid notice and invitation to bid T1.2 Bid data Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules THE CONTRACT Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Contract Skills Development Goal (CSDG) C1.4 Form of Guarantee C1.5 Adjudicator's agreement C1.6 Agreement in terms of Occupational Health and Safety C1.7 Waiver of Lien Part C2: Pricing data C2.1 Pricing instructions C2.2 Bills of quantities

	Part C3: Scope of work C3.1 Scope of work – Description C3.2 Engineering C3.3 Procurement C3.4 Construction C3.5 Management of Works Part C4: Site Information C4 Site Information This tender applies to both the (a) Skills Development Standard and the (b) Indirect Targeting Standard. Although in the case of these two standards there are no returnable documents, tenderers are sensitized that the proforma documents as listed below, shall be completed by the successful contractor after award of the contract within the stipulated period. (The proforma documents are provided in the tender data for information purposes only). Form A 1 List of recognized Skills Development Agencies, Form A 2 Baseline Training Plan, Form A 3 Project Interim Report, Form A 4 Supervisor Agreement, Form A 5 Project Completion Report. (Skills Development Standards) Project Interim Report, Project Completion Report and Declaration. (Indirect Targeting Standards) Annexures Annexure A: Architectural Drawings & Specifications Annexure B: Civil Engineering Drawings Annexure C: Structural Engineering Drawings Annexure D: Mechanical, Fire & Wet Services Drawings Annexure E: Electrical Engineering Drawings & Specifications Addendum Addendum A: Occupational Health & Safety Regulations Addendum B: Occupational Health & Safety Specifications Addendum C: Environmental Management Plan Addendum D: IDT Addendum to the JBCC PBA
F.1.4	The employer's agent is: TRIVIRON PROJECT MANAGEMENT Mr. M. Makinana Triviron House Whitby Manor Office Estate 167 14th Road Noordwyk Midrand 1687 Tel: (011) 318 8393 E- mail: monwabisi@triviron.co.za
F.2.1 F.2.1.1 F.2.1.1.1	Eligibility Submit a tender offer only if the Tenderer satisfies the criteria stated hereunder and if the Tenderer, or any of his principals, is not under any restriction to do business with the employer (IDT) or the North West Department of Education Only those bidders who satisfy the following eligibility criteria are eligible to submit tenders: Phase 1: Mandatory Requirements Only bidders, who meet the following requirements will be eligible for further evaluation. 1. Letter of Authority for signatory and / or Board / company resolution (for companies that has more than one Directors) 2. The bidder must provide proof of valid CIDB registration or CIDB number– Grade 6GB or

	higher (If JV, all partners must submit their CIDB grading certificates and the consolidated CIDB Grading certificate, which equates to the required grading) - The bidder must provide a valid COIDA letter or Tender Letter obtainable from Department of Labour or FEMA certificate. (If JV, all partners must submit COIDA or FEM Certificates) - Attendance to the compulsory site briefing meeting - Briefing session attendance register must be signed at Briefing Meeting - The bidder must duly complete and sign in full: - SBD 1: Invitation to bid, - SBD 4: Bidder's disclosure and - SBD 6.1 Preference points claim form in terms of PPPFA, Procurement Regulations 2022 - The bidder must complete Form of Offer, fully signed and witnessed in the tender document in full - Joint Venture (JV) agreement, if applicable, JV agreement must be signed by all parties of the JV - Acknowledgement of Addenda to Tender Documents (if applicable) Note: - Failure to submit any of the above documents / requirements shall result in disqualification of the bid. - If any of the Directors are in the Employment of the State shall result in disqualification of the bid. - If the bidder is listed on National Treasury List of Restricted Suppliers shall result in disqualification of the bid. - If any of its Directors are Listed on the Register of Defaulters shall result in disqualification of the bid. CIDB Grading In order to be considered for an appointment in terms of this bid, the bidder must be registered with the CIDB, in a contractor grading designation in accordance with the sum tendered for a Grade 6GB class of construction work. Joint ventures are eligible and preferred with particular reference to local participation and as such submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation in the Grade 6GB or Higher class of construction work; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to 6GB contractor grading designation determined in accordance with the sum tendered for a (GB) General Building class of construction work Key Personnel In order to be considered for an appointment in terms of this bid, the bidder must have the following key personnel in its permanent employment at the close of the bid. Alternatively, a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the bidder in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to the "Key Personnel" schedule, Part T2.2: Returnable Schedules. Individuals must be identified for each of the key personnel listed on the "Key Personnel" schedule, Part T2.2: Returnable Schedules. Where the key personnel are no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 5 working days replace the key personnel listed on the "Key Personnel" schedule, Part T2.2: Returnable Schedules with a person with equivalent competencies and subject to approval by the employer.
F.2.6	Acknowledge addenda Acknowledge receipt of addenda to the bid documents, which the employer may issue, and if necessary apply for an extension to the closing time. If the Addenda has financial implications, failure to acknowledge the addenda may eliminate your bid from evaluation. This is due to incomparability of offers with the rest of the bidders

Clause number	BID DATA FOR APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 2 GRADE R CLASSROOMS, ADMINISTRATION BLOCK, 1 GUARD HOUSE, EXTERNAL WORKS AND ELECTRICAL INSTALLATIONS TO MOKGAOTSI PRIMARY SCHOOL FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE– BID NUMBER: DOE12NWER009
F.2.7	Clarification Meeting A compulsory site briefing / clarification meeting will be held on 22 August 2023 at 11h00am at the MOKGAOTSI Primary School. The school location is 10551 Thageng Section, Mokgaotsistad, Madikwe, 2747 in North West Province at the Moses Khotane Municipality. The GPS coordinates are latitude -25.254891 and longitude 26.490402°. Bidders shall sign the attendance register in the name of the bidding entity. Addenda if any will be issued to bidders appearing on the attendance register. Note: Bidders are advised to allow enough travelling time to the briefing meeting.
F.2.8	Seek clarification Bidders can request clarification of the bid documents, if necessary, by notifying the employer in writing to NWtenders@idt.org.za during office hours (08h30 – 17h00) weekdays at least 5 (five) working days before the closing time and date stated in F.2.15.
F2.9	Insurances Refer to contract data for insurance requirements. (Refer to Section C1.2)
F.2.11	Alterations to documents Do not make any alterations or additions to the bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the bidder. All signatories to the bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
F.2.12	Alternative Bid Offers No alternative tender offers will be considered.
F.2.13	Submitting a Bid Offer
F.2.13.4	The bidder will sign the original of the bid offer.
F2.13.5	The bidder must submit tender offer in a sealed envelope. (Clearly marked
	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 2 GRADE R CLASSROOMS, ADMINISTRATION BLOCK, 1 GUARD HOUSE, EXTERNAL WORKS AND ELECTRICAL INSTALLATIONS TO MOKGAOTSI PRIMARY SCHOOL FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE– BID NUMBER: DOE12NWER009
F.2.13.6	On submission of Tender documents, the bidder must submit a signed original bid document in hard copy and one softcopy of the bid document using USB-memory stick / Disc (read only). The bid document softcopy on the USB-memory stick should be indexed the same way as the original bid hard copy document, which can be returned back to the bidder after the evaluation process is completed.
F.2.13.7	Two-envelope system – not applicable.
	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:
F.2.13.9	Employer's address: North West Regional Office 4071 Joules Street Industrial Site Mahikeng 2735 Identification details: Tender No: DOE12NWER009 Description: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 2 GRADE R CLASSROOMS, ADMINISTRATION BLOCK, 1 GUARD HOUSE, EXTERNAL WORKS AND ELECTRICAL INSTALLATIONS TO MOKGAOTSI PRIMARY SCHOOL for the Department of Education, North West Province Tender offers submitted by facsimile, e-mail or reproduced will be rejected by the employer. Tender documents must be submitted in an original format as issued by the employer.

Clause number	BID DATA FOR APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 2 GRADE R CLASSROOMS, ADMINISTRATION BLOCK, 1 GUARD HOUSE, EXTERNAL WORKS AND ELECTRICAL INSTALLATIONS TO MOKGAOTSI PRIMARY SCHOOL FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE– BID NUMBER: DOE12NWER009
F.2.15	Closing Time of Tender
F.2.15.1	The closing time for submission of tender offers is by no later than 13 SEPTEMBER 2023 at 12h00. Location of tender box: North West Regional Office 4071 Joules Street Industrial Site Mahikeng 2735 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	Tender Offer Validity
F.2.16.1	The bidder is required to hold the bid offer valid for a period of 90 calendar days (<i>from the bid closing date</i>)
F.2.19	Inspections, Tests and Analysis
	Access shall be provided for inspections, tests and analysis as may be required by the employer.
F.2.23	Certificates
	The bidder is required to submit with his tender a Contractor Registration number issued by the Construction Industry Development Board (CIDB). Where a bidder bids through joint venture formation, such bidder should include a joint venture agreement duly signed by each partner of such joint venture.
F3.5	Two-envelope system – not applicable
F.3.1	Evaluation of Tender Offers
	The procedure for the evaluation of a responsive tender will be in terms of the Preferential Procurement Regulations 2022 on 80/20 preference point system.
F.3.11.3	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: 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.

Clause number	BID DATA FOR APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 2 GRADE R CLASSROOMS, ADMINISTRATION BLOCK, 1 GUARD HOUSE, EXTERNAL WORKS AND ELECTRICAL INSTALLATIONS TO MOKGAOTSI PRIMARY SCHOOL FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE– BID NUMBER: DOE12NWER009																	
F.3.11.8	Scoring Preference Table 1: Specific goals for the tender and points claimed are indicated per the table below. <i>(Note to organs of state: Where the 80/20 preference point system is applicable, corresponding points must also be indicated as such.</i> <i>Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)</i> <table><tr><th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system) (To be completed by the organ of state)</th><th>Number of points claimed (80/20 system) (To be completed by the tenderer)</th></tr><tr><td>Women Ownership</td><td>6</td><td></td></tr><tr><td>Youth Ownership</td><td>6</td><td></td></tr><tr><td>People with Disabilities Ownership</td><td>4</td><td></td></tr><tr><td>Black Male Ownership</td><td>4</td><td></td></tr></table> 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)			The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Women Ownership	6		Youth Ownership	6		People with Disabilities Ownership	4		Black Male Ownership	4	
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)																
Women Ownership	6																	
Youth Ownership	6																	
People with Disabilities Ownership	4																	
Black Male Ownership	4																	

F.3.11.9

The quality criteria and maximum score in respect of each of the criteria are as follows:

Criteria	Points Allocation
A. Relevant Previous Experience on completed projects of a similar nature and value in the last ten (10) years	35 points
B. Signed and stamped client references on the same projects listed above (both Client & Client Representative) or Signed and Contactable reference letters from previous clients.	20 points
C. Qualifications, Skills and Experience of project key resources	35 points
D. Financial Viability	10 Points
Total	100 points
NB: Minimum qualifying functionality threshold is 70 points out 100	

A. RELEVANT PREVIOUS EXPERIENCE ON COMPLETED PROJECTS OF A SIMILAR NATURE AND VALUE IN THE LAST TEN (10) YEARS (35 POINTS):

Points allocated for proven track record based on previous projects executed to completion by the bidder in consideration of similar kind and complexity. The similarity refers to the construction of building projects in the past 10 years. Buildings (No points will be allocated for other nature and value of works like Civil Engineering projects, Water projects, Transport Projects, Traffic Engineering Projects and all Electrical & Mechanical Engineering projects)

The scoring on this item will be carried out as follows:

- i. The bidder shall submit signed appointment letter(s) in the relevant official Client letterhead clearly showing the project value / amount
- ii. The bidder shall submit signed proof of project completion (JBCC or other Completion Certificate or letter from the client (client letter head) confirming completion of such a project).
- iii. For subcontracted work submit the appointment letter and completion certificate as stated in (i) & (ii) together with the appointment letter and completion certificate for the main contractor

NOTE: Failure to submit any of the above requirements will result in no points being awarded to the bidder.

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

	Similar Completed projects (as per CIDB level 6GB & above – Tender Value Limit between R 10 000 001 and higher	Similar Completed projects (as per CIDB level 5GB & above – Tender Value Limit between R 6 000 001 and R 10 000 000	Similar Completed projects (as per CIDB level 4GB & above – Tender Value Limit between R 3 000 001 and R 6 000 000	Non- Submission, Irrelevant Evidence, Incomplete Evidence
Project A	7	5	3	0
Project B	7	5	3	0
Project C	7	5	3	0
Project D	7	5	3	0
Project E	7	5	3	0
Points	35	25	15	0

The scoring on this item will be carried out as follows:

- iv. The bidder shall submit signed appointment letter(s) in the relevant official Client letterhead clearly showing the project value / amount
- v. The bidder shall submit signed proof of project completion

NOTE: Failure to submit any of the above requirements will result in no points being awarded to the bidder.

B. Points allocated for client reference (As per returnable schedule T 2.2.4) based on previous completed projects as above executed by the bidder in consideration:

Points will be allocated based on:

- i. Receipt of signed and stamped client references in the forms supplied in this document
- ii. Favorable stamped client reference letter

NOTE: Failure to submit any of the above requirements will result in no points being awarded to the bidder.

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

Projects	Not Acceptable	Favorable (Good) client reference
Project A	0	4
Project B	0	4
Project C	0	4
Project D	0	4
Project E	0	4
Points	0	20

C. QUALIFICATIONS, SKILLS AND EXPERIENCE OF PROJECT KEY RESOURCES (35POINTS):

Points allocated for required

- i. competencies,
- ii. qualifications (i.e degree or diploma)
- iii. submission of CV's
- iv. submission of relevant certified (not older than 6 months) evidence of qualifications and certificates of allocated Required Key Project Resources.
- v. Professional registration within the built environment.
- vi. International Qualifications must be accompanied by a SAQA verification certificate

NOTE: Points allocation with submission of all required documentation and will be rounded off to the nearest lowest number

Evaluation points will be awarded in terms of the following table A (28 points):

Category	Professional Registration (5 points)	Qualification within the Built Environment (7 points)			Years of experience within the Built Environment (16 points)			
	(Related to Building works, SACPCMP, SACQSP, SACAP) excl. ECSA	Degree or higher	Diploma	National Certificate or similar	10 or above years	5 - 9 years	1 - 4 years	< 1 year
Project / Contract Manager	5	5	4	3	7	5	3	1
Site Agent	Not required	1	1	1	5	4	3	1
Foreman	Not required	1	1	1	4	4	3	1
Total Points	5	7	6	5	16	13	9	3

Evaluation points will be awarded in terms of the following table B (7 points):		
Category	Description	Points
Health and Safety Resource (OHS Manager / OHS Officer)	Professional Registration with SACPCMP (Mandatory)	7
	No submission	0
Where the Health and Safety officer allocated to this project is no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 5 working days replace the Construction Health and Safety Officer with a person with equivalent competencies subject to approval by the employer.		
D. FINANCIAL VIABILITY (10 POINTS):		
Points are allocated to contractors who provide at least one of the following verifiable documents:		
Description		Points
Signed and stamped bank rating Code "B" of R1 Million (whichever greater will be considered) over the period of 8 Months with the bank stamp not older than 12 months; or Recent audited annual financial statements Not older than 12 months with Cash & Cash Equivalent of R1 Million and above signed by auditors and company representative; or Signed and stamped Credit facility of R1Million from an accredited financial institution not older than 12 months or Signed and stamped Bank Overdraft of R1Million not older than 12 months		10
Signed and stamped bank rating Code "C" of R500 000 (whichever greater will be considered) over the period of 12 Months with the bank stamp not older than 12 months; or Recent audited annual financial statements Not older than 12 months with Cash & Cash Equivalent of R500 000 and above signed by auditors and company representative; or Signed and stamped Credit facility of R500 000 from an accredited financial institution not older than 12 months or Signed and stamped Bank Overdraft of R500 000 not older than 12 months		5
Non-Submission: thresholds lower than above		0
NOTE: 10 or 5 points will be scored if at least one of the required documents listed above is submitted. Failure to submit will result in zero points for these criteria.		

Quality Formula	WQ=W2 x So/Ms		Formula used to calculate Functionality points	
	W2 =Total evaluation points for functionality as per Scorecard			
	So = Functionality points allocated to the bidder under consideration			
	Ms =Maximum possible score for functionality in respect of a submission			
Minimum points to be scored for Functionality is 70%				
FINANCIAL OFFER/PRICE	80	Formula 2 Option 1,A=(1- {p- pm/pm})	Formula used to calculate Financial Offer/Price points	
		pm =The comparative Price offer of the mean/average qualifying tenderer		
		p =The comparative offer of the tender under consideration		
	80			

Notes:

1. Bidders are required to score minimum points of 70% for Functionality as stated in the tender data
2. Bidders who fail to meet the required minimum number of points for functionality as stated in the tender data shall be disqualified
3. Bidders who fail to disclose mandatory required information as per the returnable schedules shall be disqualified

4. Bidders to submit the following for means of verification:

- a) Project list of similar completed projects
- b) Performance and quality reports from clients / consultants
- c) Certified certificates of qualification of key staff and CV's including references
- d) Traceable References for projects completed
- e) Traceable references for suppliers

Clause number	BID DATA FOR APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 2 GRADE R CLASSROOMS, ADMINISTRATION BLOCK, 1 GUARD HOUSE, EXTERNAL WORKS AND ELECTRICAL INSTALLATIONS TO MOKGAOTSI PRIMARY SCHOOL FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE– BID NUMBER: DOE12NWER009
F.3.13	Acceptance of Bid Offers
F.3.13.1	Bid offers will only be accepted if: a) the bidder has submitted an original valid Tax Clearance Certificate issued by the South African Revenue Services; b) the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation; c) the bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; d) the bidder has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; e) the bidder has completed the Declaration of Interest and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process and persons in the employ of the state are not permitted to submit tenders; f) if there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process g) the bidder has submitted the CIPRO documentation and certified copies of ID's for all directors; h) the bidder completed, signed and witnessed form of offer; i) the bidder is in good standing with Compensation for Occupational Injuries and Disease Act (COIDA); j) the bidder has submitted a fully priced Bill of Quantities; k) The bidder attended a compulsory briefing session and completed attendance register or certificate of attendance is signed by the representative of the Employer. l) The bidder is required to submit with his bid a Certificate of Contractor Registration issued by the Construction Industry Development Board and proof of Registration on the Central Supplier Database (CSD) with a Compliant Tax Status; copy of the tax clearance with Tax Compliance Pin issued by the South African Revenue Services. m) The bidder has a B-BBEE Level of 1-3 (Not Applicable) n) The bidder and all its directors are South African Citizens (For National Key Point Projects).

F.3.14	Notice to Unsuccessful Bidders Should bidders not hear from the IDT within ninety (90) calendar days of closure, they should consider their submission unsuccessful. Award will be posted on e-tender and CIDB website within 21 days of award. No written notification directed to each bidder will be issued by the Employer to unsuccessful bidders.
F.3.18	Provide Copies of the Contract The number of paper copies of the signed contract to be provided by the employer is one.
	The additional conditions of bid are: 1 The employer is not obliged to accept the lowest or any bid.

ANNEXURE F: STANDARD CONDITIONS OF BID

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

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **Conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) Incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **Comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

- F.1.5.1** An employer may, prior to the award of the tender, cancel a tender if-
- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
 - b) funds are no longer available to cover the total envisaged expenditure; or
 - c) no acceptable tenders are received.
 - d) there is a material irregularity in the tender process.
- F.1.5.2** The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.
- F.1.5.3** An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

- F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

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

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer and/or the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

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

F.2.2 Cost of tendering

F.2.2.1

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

F.2.2.2

The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data. The tenderer is encouraged to go through all contents of the tender document as seek clarification where applicable. Any assumptions made by the bidder without prior confirmation by the Employer and his agent shall be at the tenderers own risk.

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning

F.2.13 Submitting a bid offer

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

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

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

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

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and

identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

offer as non-responsive.

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

F.2.18.3

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions by the IDT's SCM Unit. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened publicly.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 on the IDT's website.

F.3.5 Two-envelope system (Not Applicable for this bid)

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

F.3.9.4 .

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedure

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

Requirement
Fair

Qualitative interpretation of goal

The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.

Equitable

Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.

Transparent

The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.

Competitive

The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

F3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the

proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects..

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

SPECIAL CONDITIONS OF TENDER

F.4 Special Conditions of Tender

F.4.1 General

The Special Conditions of Principal Contract Tender generally contain clauses that are either deemed to be additions, elaborations or variations to the Standard Conditions of Principal Contract Tender. Accordingly, the Special Conditions of Principal Contract Tender be read in conjunction with the Standard Conditions of Principal Contract Tender and it shall be deemed that the amended meanings and intentions of the clauses shall apply, if applicable.

F.4.2 Tender Offers

Tenderers are advised that it is compulsory to submit offers for all Tender Options as set - out below and where indicated by a tick.

Subject To Escalation Price Offer

N/A

Tenderers are advised that this offer shall NOT be subject to Contract Price Adjustment Formulae based on the Haylett Formulae.

Fixed Price Offer

√

Tenderers are advised that all rates, amounts, overhead and profit percentage mark-ups and amounts, profit and attendance amounts, prices, etc. submitted, shall not be subject to any form of Contract Price Adjustment Formulae e.g. Haylett Formulae. In this regard, it is deemed that the Tenderer has allowed for any potential increases (except any variation in the rate of Value Added Tax) in cost of labour, materials, transport, etc. in the Tender amounts, rates, etc. submitted.

This will only be applicable to the measured work priced by the main contractor and will not apply to the provisional sums or budgetary allowances.

Key: √ - Tender Option Applicable
X - Not Required For This Tender

F.4.3 Market Related Wage Rates

When pricing this document, respondents are to allow for wages, which are not less than the greater of:

The statutory wage rates in any labour category; and,
The SAFCEC recommended minimum rates applicable at any time during the duration of the contract.

In this regard, a Tenderer may be called upon to demonstrate the wage rates utilised in calculating its Tender price.

F.4.4 Letter of Intent

Tenderers are required to furnish with their tender documents, a letter of intent from a Bank or approved Insurance Company, to indicate that in the event of their tender being successful that a surety / guarantee as required will be provided when asked to do so.

F.4.5 Information to be Submitted by Tenderers

All Tenderers are instructed to acknowledge that the information to be submitted must be strictly in accordance with the requirements stipulated in 2.3. Therefore, separate brochures, information other than which is specified in 2.3 must not be incorporated in the submission documents. Failure to comply with this instruction may render the submission liable for disqualification.

If the spaces in the Tender Returnables are insufficient, the relevant particulars should be documented on a separate sheet (s) with proper reference to the specific information requested.

F.4.6 Interviews

All Tenderers are advised that they may be required to attend interviews and / or submit further information; including making their premises, plant, equipment and details of works in progress, available for inspection after the receipt of Tender submissions.

F.4.7 Detailed Construction Programme

The Principal Contract for the project Commencement and Completion dates and any other relevant dates for this contract are stated in the Preliminaries.

Time and quality are to be considered the essence of this Contract. Accordingly, it shall be deemed that the Project Programme detailing each activity and duration as well as a detailed Method Statement be submitted by the Tenderer as part of the Tender submission and shall be the basis of monitoring progress on the project.

The programme should be a detailed double-linked critical path programme in both hard copy and electronic format and take into consideration the following;

Dividing the programme into convenient construction zones both horizontally and vertically;
Linking all activities as 'open ended' or 'open start' activities are not acceptable;
Detailing all holidays, Christmas/New Year break, etc.;
Showing both the Date of Practical Completion and the Date of Works Completion given that the Employer will take Occupation of the facility once the Works Completion Certificate has been issued. Penalties will apply for Milestone, Practical and Works Completion dates not being achieved as detailed in the Preliminaries.

The programme must be a fully resourced "double linked" critical path programme clearly showing Start, Finish and any Interim completion dates as well as any Milestone dates for critical activities including;

- Dates for Practical Completion Inspections to be carried out;
- Date of Practical Completion
- Period required for attendance on and completion of the Completion List issued at Practical Completion
- Date of Works Completion ;

The successful tenderer's program is subject to review and mutual acceptance.

Any Queries / clarifications relative to the Programme can be directed to the Employer.

F.4.8 Detailed Cash-flow

Tenderers are advised that a fully detailed cash-flow based on the tenderers programme is required to be submitted together with their tender document. In this regard, tenderers are advised that the financial year start and end dates are 01 April to 31 March respectively and therefore tenderers are requested to keep sub-totals for each financial year during the duration of the construction programme.

Tenders are advised that the targeted annual maximum percentages per financial year end for the contract duration are as follows and are not to be exceeded:

FINANCIAL YEAR
01 APRIL 2023 TO 31 MARCH 2024
01 APRIL 2024 TO 31 MARCH 2025

F.4.9 Detailed Resourcing Schedule

Tenderers are advised that a detailed resourcing schedule including skilled, unskilled and sub-contractor's staffing histograms is required to be submitted together with their tender document.

F.4.10 Proposed Domestic Sub-Contracts

The Tenderer shall submit in writing, when requested, a list of proposed domestic sub-contractors that is intended to be utilised on the project, should its offer be accepted.
Proposed domestic sub-contractors shall take part in the work set aside for 30% Local Participation if possible i

F.4.11 Adjudication and Independent Development Trust's Rights

F.4.11.1 Independent Development Trust reserves the right to visit any Tenderer (without prior notice), to interview any shareholder of the Tenderer and to evaluate such Tenderer in accordance with the criteria as set out in the paragraph 1.11.3 below;

F.4.11.2 All information obtained at such evaluation shall at all times be treated as confidential by Independent Development Trust;

F.4.11.3 Adjudication of a Tender shall be in the discretion of Independent Development Trust and may take into account the following:

- (i) Tender Price;
- (ii) Ability to perform, which may take into account previous experience in the relevant industry;
- (iii) Suitability of employees and suitability of equipment and materials to be used;
- (iv) Black dep Empowerment;
- (v) Financial viability of the Tenderer;
- (vi) Ownership of the Tenderer;
- (vii) Compliance with all relevant laws; and
- (viii) SCM policy and procedures.

F.4.12 Form of Contract

The JBCC Series 2000 Principal Building Agreement (Edition 6.2 Reprint May 2018) as amended in the IDT's SPECIAL CONDITIONS OF PRINCIPAL CONTRACT, shall be applicable to this contract.

F.4.13 Specialist Selected Sub-contract Procurement Process

Due to the nature of the project, the procurement process of the following envisaged selected sub-contracts will be done upon appointment of the Principal Building Contractor:

- Clearing of site
- Excavation of footings and pipe trenches
- Painting
- Brickwork

Upon the appointment of a Principal Contractor, the Principal Contractor is to subsequently appoint the **selected** sub-contractors as instructed by the Principal Agent and The Employer.

This is a material condition of appointment and should the Tenderer have any objection to this condition the tenderer is to raise this in their tender submission. The appointment of the selected sub-contractor will be done in consultation with the appointed contractor.

F.4.14 Damage to the Work

Care shall be taken not to cause any damage to any part of the existing or new work or any adjoining property, if applicable. The Contractor will be held responsible for damage caused to the works by his negligence and shall be liable for all costs incurred in making good any such damage to the satisfaction of the Principal Agent.

F.4.15 Communication, Media Releases, Etc.

The Contractor shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this contract unless prior approval in writing is received from the **Principal Agent** as authorised by the **Employer**.

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

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

F.4.16 Copyright

No part of this document and any document forming part of the contract documents may be copied, photographed or repeated in any manner or by any process without the written consent of the **Principal Agent**. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in documents pertaining to this contract. The person, firm, body, supplier, contractor, sub-contractor and any other contracting party is to be responsible jointly and severally, in their personal and corporate capacities for any contravention of this requirement.

F.4.17 Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of detail, to the requirements of the specifications, rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide other technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The cost of supervision and process control, including testing carried out by the Contractor shall be deemed to be included in the amount quoted for the works.

The Contractor's attention is drawn to the normal standards regarding the minimum frequency of testing required for materials. The Contractor shall, at his own discretion increase this frequency where necessary to ensure adequate control.

The Contractor shall remain solely responsible for the work as defined in this contract document, up to the end of the Defects Liability Period.

The Contractor needs to ensure that daily site diaries are kept on site at all times. These may be required for submission to the Employer as and when needed.

The end-user client and the IDT may from time to time inspect the quality / workmanship on site and make the necessary comments and/or requirements for correction.

F.4.18 Occupational Health and Safety Act

The Contractor shall comply with the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

F.4.19 Co-Operation of Contractor for Cost Control

It is deemed that the Contractor accepts the obligation of assisting the Professional Consultants in implementing proper cost control in ensuring that the final building cost does not exceed the budget.

F.4.20 Application for Payment

The Contractor shall submit the following information on a monthly basis to the Quantity Surveyor in order to assist with the processing of the Payment Certificate and the preparation of the empowerment report:

- A detailed breakdown of the work done. (The work breakdown must be referenced strictly in accordance with the Contract Document or the detailed priced bills of quantities, as applicable.)

- A detailed breakdown of all Variation Order costs claimed (With specific reference to work done by the Nominated/Selected Subcontractor) in the certificate concerned, together with copies of the relevant Contract instructions.
- An empowerment report which shall contain an affidavit certifying that all information contained in the report as being true and correct and must be authenticated by the sub-contractor and a commissioner of oaths
- EPWP Labour Report showing total work opportunities created on site
- Tax Invoice: The contractor shall attach a tax invoice as prescribed in the Value Added Tax legislation to each payment certificate when presenting the certificate to the Employer for payment. Such tax invoices shall correctly reflect the prescribed information and the amounts shall match precisely the amounts included in the Payment Certificate. Should the contractor fail to comply with these requirements, the date of presentation of the certificate shall be deemed to be delayed at the contractor's default until such time as the requirements are met.

Should anyone or any combination of the above requirements not be complied with, the Principal Agent and/or Contractor reserves the right to exclude any amounts that may have been due for certification from the Payment Certificate concerned and/or delay the issue of Payment Certificates and/or, revise the contractual payment date, as applicable, until such time compliance is achieved.

F.4.21 Identification of Personnel

All permanent staff that are utilised on the project by the Contractor, Domestic and Selected Sub-contractors are at all times whilst on site, be clad with clothing that clearly identifies each staff member together with an identification document which includes, but not limited to the following:

A photograph of the staff member concerned;
The identification numbers of the staff member concerned; and,
The name of company concerned

In addition, to that stated above, the Contractor shall adhere to the premise's security rules and regulations.

No staff member will be permitted to execute the Works if this condition is not adhered to.

F.4.22 Intervention at Manufacture and / or Supplier and / or Contract Level

The Employer and its Agents reserve the right to discuss and liaise on any issue pertaining to this Contract with the Contractor's service providers i.e. manufacturers and / or suppliers and / or sub-contractors concerned. This right shall not create privity of contract between the Employer and / or its Agents and the said manufacturer and / or supplier and / or sub-contractors.

F.4.23 Cession of Materials Supplied to the Site

It shall be deemed that the Contractor and its service providers upon delivery of each batch of materials to site, has ceded the said materials to the Employer.

F.4.24 Alterations in the Quantity and Value of Work

The Employer and / or its Agents shall be permitted to either increase or decrease the quantity and value of work contracted for. In this regard, the Contractor including its service providers shall not be entitled to claim for any additional expense incurred, or for any change in the rates for work done and / or any materials and services supplied. It shall be deemed that all costs associated with this item are included in the Tender Price.

F.4.25 Change in the Scope of Work

The Contractor acknowledges that whilst drawings have been prepared for the Works, the scope of work and value of the Contract may be substantially altered and that no claims for loss and expense shall be due by the Employer for implementing any changes that may become necessary. It shall be deemed that the Tender Price includes for all costs that may arise due to compliance with this clause.

F.4.26 Treasures, Relics, Etc.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site

must be brought to the attention of the Principal Agent. All work at the specific area of the discovery shall stop for a reasonable time period until such time that the Principal Agent instructs continuation of the Works.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site shall remain the property of the Employer and shall be handed over to the Principal Agent who shall be the sole arbitrator of what is an article of value.

F.4.27 Priced Bills of Quantities

The Tenderer shall submit a fully priced Bills of Quantities as well as a detailed breakdown and build-up of all items measured as lump sum items with the Tender Price. Lump sum items shall be measured in accordance with the Standard System of Measuring Building Work (Sixth Edition, including any subsequent amendments thereto), and shall form part of the Contract and shall be used for the purposes of preparing valuations, Payment Certificates, determining the value of Variation Orders, preparation of Final Accounts, etc.

Neither the Employer, nor its Agents shall be liable for any cost incurred for the award and subsequent withdrawal of the award of the Tender in terms of this clause.

F.4.28 Prices and Net Measurements

Prices throughout these Bills of Quantities shall be deemed to include for all obligations arising out of the Contract and unless otherwise specified, be held to include for making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works and return of packaging.

Prices for all items contained in these Bills of Quantities and any additional authorised variations, shall be deemed to exclude all amounts due in terms of the Value Added Taxation legislation. A provision for the addition of VAT shall be made on the Final Summary page of the Bills of Quantities and Final Statement of Accounts, as applicable.

F.4.29 Value Added Tax (V.A.T)

All prices and or rates tendered shall be deemed to be **exclusive** of Value Added Tax.

Value Added Tax shall be added as a lump sum where provided on the Final Summary page of the Bills of Quantities, and the Tender Price **inclusive** of Value Added Tax will be shown on the Form of Tender.

Value Added Tax shall be calculated at the National going rate at the time of submission of bids.

F.4.30 Site and Information

Tenderers must acquaint themselves with the conditions of the Site and generally obtain their own information on all matters affecting the submission of Tenders for the Works. Tenderers will be held responsible for any misunderstanding or incorrect information obtained, except information which may have been given in writing over the signature of the Principal Agent.

The contractor is expected to establish a construction camp, office and workshop facility, for the fulfilment of the contract. Site establishment facilities to be removed after the completion of the project.

The contractor must strictly use the working area provided by the Employer.

F.4.31 Noise

Tenderers must take note that the site is within the Insert project name School Site. As such high noise level shall be restricted to times that will not disrupt the community. Tenderers are to ensure that they acquaint themselves with these conditions and adequately price for it accordingly as no additional time will be allowed for any delays that may be attributed to such.

The Contractor will be restricted from working evening shifts but may be allowed to work weekend shifts with prior 1 week's notice. Such shall be included in the contractor's pricing as no additional allowance for weekend shifts will be allowed for by the Employer, post tender award.

F.4.32 Water and Electricity

The contractor is expected to make means for the provision of water and electricity for construction purposes. The use of such services from the site shall be at the discretion and on agreement with the end user department.

F.4.33 Preliminaries Costs

The Tenderer must allow in his pricing, or where provided for in the Tender Document, for all preliminaries costs deemed necessary for the proper execution and completion of the Works, as no late claims whatsoever for additional costs in this respect will be considered.

F.4.34 Protection of Existing Work

The Tenderer shall allow for the protection of all existing work that is liable to be damaged during the execution of this Contract and work that is liable to be damaged once the Contractor completes its Section of the Works.

F.4.35 Mock-Up / Samples, etc.

Samples, mock-ups, etc. will be called for by the Principal Agent for approval and shall be provided at no extra cost as rates will be deemed to include for this.

F.4.36 Substitution of Materials

No substitution of the articles or materials specified in this Tender Document will be permitted unless the authority of the Principal Agent has been obtained, in writing, before Tender closing. The Tenderer will otherwise be required to provide / or use the specified articles or materials. Approval of any request for the substitution of any article or materials will only be considered when the Principal Agent is satisfied that if the substitution is approved, there is sufficient time remaining before Tender closing to advise all other Tenderers accordingly.

F.4.37 Restriction on Site Access

Tenderers are to price any items related to this under Clause 3.1 in the Preliminaries bill. The Principal Agent and /or the Compulsory Tender Briefing will provide further details of the restrictions, if any that will affect the Contractor.

F.4.38 Security

The Tenderers are to note that upon award of the contract, they are to furnish the Employer (within 21 days of award), the following:

Construction Guarantee equal in value to **10%** of the Contract Sum valid for the duration of the contract.

F.4.39 Safety Requirements

The Contractor is referred to the safety requirements associated with the project. It is of utmost importance that the successful contracting entity abides by the.

The Contractor will comply with all Health and Safety Regulations and the Health and Safety Plan.

Management of safety on site shall remain the sole responsibility of the Contractor.

Disposal of all rubble material and asbestos roof sheetings / materials, to suitable legal dump sites, shall be carried out on a weekly basis. All costs for this exercise shall be included in the bid price (for the duration of the project plus a further 6 months in the event of project overrunning its duration)

The safety on site, agreement and general information forms included in the Tender Returnables must be agreed and fully completed and submitted with the Tender Submission.

F.4.40 Budgetary Allowances / Provisional Sums

Where applicable, these amounts have been included in the Tender Price where the work has not been

defined at the date of Tender. It is intended that once the scope is defined, Tenders will be invited with a view to these Works being awarded as Nominated / Selected Subcontract works.

- The Specialist Consultant responsible for the specific work package will prepare documentation which is to include drawings, specification and schedule of quantities that define the scope of works all in accordance with the Nominated / Selected Subcontract Agreement.
- The Quantity Surveyor will prepare the necessary Tender documents.
- The Principal Agent will arrange for inviting / advertising of tenders subject to the payment of a non-refundable document fee, if applicable.
- The Employer will arrange to issue the tender documents from their offices and take receipt of amounts paid.
- The Tenders for the Works will be submitted to the Employer's office in terms of the tender closing times stipulated. Tenders will be opened and tender amounts read out at the time.
- The Quantity Surveyor will make copies of the returned Tender documents for distribution to the Principal Agent.
- The Quantity Surveyor will prepare an initial financial evaluation report of the Tenders, Principal Agent and Engineer will evaluate the Tenderer's technical compliance and capability and circulate to the Employer.
- The Principal Agent will prepare a draft report, discuss with the Contractor to get their approval and finally circulate the draft to the other Consultants for final comment. Thereafter the Tender Report with Recommendations will be finalised by the Principal Agent and circulated to the Employer for approval. On approval, the recommendation together with any instructions of award will be issued to the Contractor who will be responsible for appointing the relevant party as a Sub-contractor.

F.4.41 Community Liaison Officer (CLO)

The Tenderer shall allow for a CLO who is to be appointed and remunerated by the Contractor following identification and selection by the Ward Councillor.

<u>Purpose of the Job:</u>	The primary role of the CLO shall be liaison and facilitation of communication between the Contractor, the Local community and the Ward Councillor.
<u>Job title:</u>	Community Liaison Officer (CLO)
<u>Reporting to:</u>	The Contracts Manager or other delegated representative of the Contractor. The CLO must report to the Contractor and remain on site on a daily.
<u>Experience:</u>	Relevant experience and knowledge of building construction, community facilitation and relevant labour legislation.
<u>Remuneration:</u>	Rate payable for the CLO should be in-line with current rates the Municipality is using for building projects only in that area, contractors to do further investigation
<u>Minimum Skills:</u>	1. Ability to work with others; 2. Ability to communicate in local language of the project location and English; 3. Ability to communicate in writing; 4. Sound Interpretation skill.

The Ward Councillor in whose wards work is to be done will collectively identify 3 (three) CLO candidates for the project and make such persons known to the Contractor within five days of being requested to do so. The Contractor will be required to enter into a written contract with the CLO that specifies:

- (a) The hours of work and the wage rate of the CLO which could include:
- (b) The duration of the appointment
- (c) The duties to be undertaken by the CLO which could include:
 - Assisting in all respects relating to the recruitment of local labour and advising them of their rights
 - Acting as a source of information for the community and councilors on issues related to the contract
 - Keeping the contractor advised on community issues and issues pertaining to local security
 - Assisting in setting up any meeting or negotiations with affected parties
 - Keeping a written record of any labour or community issues that may arise
 - The CLO needs to be seen to be neutral by all parties and therefore should endeavour not

- to take sides should conflict arise.
- Should the CLO function not involve a full day's work, the CLO will be expected to undertake other work allocated by the Contractor for the balance of each day

Procedures for local labour recruitment:

- The Contractor submits a list of his/her requirements to the CLO, stating the numbers required in each labour category (general worker, bricklayer, etc.) and a programme that shows when these resources will be required.
- During the construction period, the CLO uses the list to identify candidates for employment, who are interviewed and if successful employed by the contractor.
- The Contractor keeps the CLO informed by providing him/her with employee's details at the start of their employment (name, residential address, ID number, wage, employment, start and finish date, task, etc.) and notify the CLO when their employment ends.

F.4.42 Contract Skills Development Goal (CSDG)

- **Not applicable**

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

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

#	LIST OF RETURNABLE DOCUMENTS	TICK IF ATTACHED
T2.1.1	Invitation to bid (SBD1)	
T2.1.2	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022 (SBD 6.1)	
T2.1.3	B-BBEE Certificate (Original or Originally Certified Copy)	N/A
T2.1.4	Tax clearance certificate	
T2.1.5	Joint Venture Agreement Between Parties	
T2.1.6	Contractors copy of registration	
T2.1.7	CIDB Registration Number	
T2.1.8	Copy of a Letter of Good standing with Compensation For Occupational And Injuries Diseases Act (COIDA) Registration Number	
T2.1.9	Compulsory enterprise questionnaire	
T2.1.10	Bidder's disclosure	
T2.1.11	Attendance At Compulsory Briefing	
T2.1.12	Certificate of Authority For Signatory	
T2.1.13	Record of Addenda to The Tender Documents	
T2.1.14	Tenderers financial standing	
T2.1.15	Amendments, Qualifications and Alternatives	
T2.1.16	Socio economic upliftment strategy	
T2.1.17	Proposed sub-contractors	
T2.1.18	Contractors health and safety declaration	

T2.2 RETURNABLE SCHEDULES (ALL COMPULSORY)

T2.2 RETURNABLE SCHEDULES

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

#	QUALITY EVALUATION SCHEDULES
T2.2.1	Safety health environmental and quality management system (SHEQ) plan
T2.2.2	Project Experience
T2.2.3	Letters of Appointment, and Relevant Completion Certificates (Practical Completion, Work Completion & Final Completion)
T2.2.4	Client references
T2.2.5	Key Personnel
T2.2.6	Financial Viability

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

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

T2.1.1 INVITATION TO BID

SBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DOE12NWER009	Closing Date:	13 September 2023	Closing Time:	12h00
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 2 GRADE R CLASSROOMS, ADMINISTRATION BLOCK, 1 GUARD HOUSE, EXTERNAL WORKS AND ELECTRICAL INSTALLATIONS TO MOKGAOTSI PRIMARY SCHOOL FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
IDT North West Regional Office					
4071 Joules Street, Industrial Site					
Mahikeng					
2735					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Rozyne Maja		CONTACT PERSON	Andrew Ngobeni	
TELEPHONE NUMBER	018 389 3000		TELEPHONE NUMBER	018 389 3000	
FACSIMILE NUMBER	086 656 4152		FACSIMILE NUMBER	086 656 4152	
E-MAIL ADDRESS	rozynem@idt.org.za		E-MAIL ADDRESS	andrewn@idt.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ 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]					
a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		b) 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, 2022, THE JOINT BUILDING CONTRACT COMMITTEE (JBCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of below R50 000 000 (all applicable taxes included)

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 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	80
SPECIFIC GOALS	20
TARGETED GROUP	
Women Ownership	6
Youth Ownership	6
People with Disabilities Ownership	4
Black Male Ownership	4
Total points for Price and SPECIFIC GOALS	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 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)}
 \end{array}$$

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 points is allocated for price on the following basis:

$$\mathbf{Ps = 80 \left(1 + \frac{80/20 \quad \frac{Pt - P_{max}}{P_{max}}}{P_{max}} \right)}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 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 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 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 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women Ownership	6	
Youth Ownership	6	
People with Disabilities Ownership	4	
Black Male Ownership	4	

Source Documents to be submitted with the Bid or RFQ

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

T2.1.3 CIPC Document

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)

T2.1.4 TAX CLEARANCE CERITFICATE

Tax Clearance Certificate or Unique Pin obtained from SARS to be inserted here

NB: Must be attached with other attachments of your submission

T2.1.5 JOINT VENTURE AGREEMENT BETWEEN PARTIES

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

NB: Must be attached with other attachments of your submission

T2.1.6 CONTRACTOR'S COPY OF REGISTRATION OF INCORPORATION

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

NB: Must be attached with other attachments of your submission

T2.1.7 CIDB REGISTRATION CERTIFICATE

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

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

NB: Must be attached with other attachments of your submission

T2.1.8 COPY OF A LETTER OF GOODSTANDING WITH COMPANSATION FOR OCCUPATIONAL AND INJURIES DISEASES ACT (COIDA OR TENDER LETTER OBTAIN FROM DEPARTMENT OF LABOUR OR FEMA)REGISTRATION CERTIFICATE

Attached hereto is my / our certified copy of A LETTER OF good standing with the Compensation for Occupational Injuries and Diseases, e.g. letter of good standing. My / our failure to submit the certificate with your tender offer will lead to the conclusion that your entity/ company is not registered with COIDA / FEMA. If Joint Venture (JV) attach one for every service provider.

NB: Must be attached with other attachments of your submission

T2.1.9 COMPULSORY ENTERPRISE QUESTIONNAIRE

Note: Compulsory Enterprise Questionnaire must be completed by each member of a JV or consortium

Section 3: CIDB registration number, if any:			
Section 4: Particulars of sole proprietors and partners in partnerships			
Name*	Identity number*	Personal income tax number*	
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners			
Section 5: Particulars of companies and close corporations			
Company registration number			
Close corporation number			
Tax reference number			
Section 6: Record in the service of the state			
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:			
☐ a member of any municipal council	☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)		
☐ a member of any provincial legislature	☐ a member of an accounting authority of any national or provincial public entity		
☐ a member of the National Assembly or the National Council of Province	☐ an employee of Parliament or a provincial legislature		
☐ a member of the board of directors of any municipal entity			
☐ an official of any municipality or municipal entity			
If any of the above boxes are marked, disclose the following:			
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months
*insert separate page if necessary			
Section 7: Record of spouses, children and parents in the service of the state			
Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:			
☐ a member of any municipal council	☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)		
☐ a member of any provincial legislature			
☐ a member of the National Assembly or the National Council of Province			

T2.1.9 COMPULSORY ENTERPRISE QUESTIONNAIRE

☐ a member of the board of directors of any municipal entity	☐ a member of an accounting authority of any national or provincial public entity
☐ an official of any municipality or municipal entity	☐ an employee of Parliament or a provincial legislature

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

*insert separate page if necessary

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

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

Signed _____ Name _____ Enterprise name _____	Date _____ Position _____
--	---

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:

.....

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:

.....

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.

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

T2.1.11 CERTIFICATE OF ATTENDANCE AT COMPULSORY BRIEFING

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

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

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity: Identity number:

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

Name: Signature:

Capacity: Date and Time:

T2.1.12 CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, **and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents to the page provided at the end of this form.**

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I,, Id number.....chairperson of the Board of Directors of.....hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms.....acting in the capacity of....., was authorised to sign all documents in connection with the tender for Contract No and any contract resulting from it, on behalf of the company.

Chairman:

As Witnesses: 1.

2. **Date:**

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as hereby authorise Mr/Ms, acting in the capacity of....., to sign all documents in connection with the tender for Contract No and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
ID No.....			
ID No.....			
ID No.....			
ID No.....			

Note : This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,
..... hereby authorize Mr/Ms
acting in the capacity of , to sign all
documents in connection with the tender for Contract No..... and any contract
resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms
....., authorized signatory of the company,.....
acting in the capacity of lead partner, to sign all documents in connection with the tender offer for
Contract No and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

1.

2.

Date:

T2.1.13 RECORD OF ADDENDA TO THE TENDER DOCUMENTS

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

Attach additional pages if more space is required.

Signed _____

Date _____

Name _____

ID number _____

Position _____

Tenderer _____

T2.1.14 TENDERER'S FINANCIAL STANDING

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

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

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

Name of account holder: _____

Name of Bank : _____

Branch : _____

Account number : _____

Type of account : _____

Telephone number : _____

Facsimile number : _____

Name of contact person (at bank : _____

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

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

SIGNATURE: _____

IDENTITY NUMBER: _____

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

DATE: _____

T2.1.15 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

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

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

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

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

SIGNATURE: IDENTITY NUMBER:

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

DATE:.....

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

Notes:

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

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

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

T2.1.17 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

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

SIGNATURE: _____

IDENTITY NUMBER: _____

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

DATE: _____

**T2.2.1 EVALUATION SCHEDULE: SAFETY HEALTH ENVIRONMENTAL AND
QUALITY MANAGEMENT SYSTEM (SHEQ) PLAN**

Attached hereto are my / our SHEQ Plan, all in compliance with the Health and Safety Specification – Annexure A or Letter of Undertaking from a Qualified OHS Consultant.(do we need a CV or professional registration attached?)

NB: Must be attached with other attachments of your submission

T2.2.2 EVALUATION SCHEDULE: PROJECT EXPERIENCE

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

PROJECT NAME and CLIENT	BRIEF PROJECT DESCRIPTION	PROJECT VALUE (Incl VAT)	START DATE	COMPLETION DATE
A. _____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
B. _____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
C. _____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____

PROJECT NAME and CLIENT	BRIEF PROJECT DESCRIPTION	PROJECT VALUE (Incl VAT)	START DATE	COMPLETION DATE
D. 				
E. 				
F. 				

**T2.2.3 EVALUATION SCHEDULE: LETTERS OF APPOINTMENT, AND
RELEVANT COMPLETION CERTIFICATES (PRACTICAL COMPLETION,
WORK COMPLETION & FINAL COMPLETION)**

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

T2.2.4 EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Client Reference Scorecards" will be completed by each of the respective Clients for the projects listed in the "Relevant Experience" returnable schedule OR The tenderer shall provide contactable reference letter/s in the same format as this form (T2.2.4) to measure performance, the letter must be signed and dated by client. The form cannot be used for a different project other than this one (Refer to Project Number on footer of the page)

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

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

PROJECT NAME A:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Not Acceptable	Poor (1 point)	Satisfactory (3 points)	Good (4 points)	Very Good (5 points)
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management - Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

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

.....

Principal Agent Firm:

Telephone:

PA / Client Signature:

Date:

Stamp

T2.2.4 EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Client Reference Scorecards" will be completed by each of the respective Clients for the projects listed in the "Relevant Experience" returnable schedule OR The tenderer shall provide contactable reference letter/s in the same format as this form (T2.2.4) to measure performance, the letter must be signed and dated by client. The form cannot be used for a different project other than this one (Refer to Project Number on footer of the page)

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

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

PROJECT NAME B:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Not Acceptable	Poor (1 point)	Satisfactory (3 points)	Good (4 points)	Very Good (5 points)
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management - Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

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

.....

Principal Agent Firm:

Telephone:

PA / Client Signature:

Date:

Stamp

T2.2.4 EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Client Reference Scorecards" will be completed by each of the respective Clients for the projects listed in the "Relevant Experience" returnable schedule OR The tenderer shall provide contactable reference letter/s in the same format as this form (T2.2.4) to measure performance, the letter must be signed and dated by client. The form cannot be used for a different project other than this one (Refer to Project Number on footer of the page)

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

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

PROJECT NAME C:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Not Acceptable	Poor (1 point)	Satisfactory (3 points)	Good (4 points)	Very Good (5 points)
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management - Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

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

.....

Principal Agent Firm:

Telephone:

PA / Client Signature:

Date:

Stamp

T2.2.4 EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Client Reference Scorecards" will be completed by each of the respective Clients for the projects listed in the "Relevant Experience" returnable schedule OR The tenderer shall provide contactable reference letter/s in the same format as this form (T2.2.4) to measure performance, the letter must be signed and dated by client. The form cannot be used for a different project other than this one (Refer to Project Number on footer of the page)

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

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

PROJECT NAME D:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Not Acceptable	Poor (1 point)	Satisfactory (3 points)	Good (4 points)	Very Good (5 points)
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management - Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

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

.....

Principal Agent Firm:

Telephone:

PA / Client Signature:

Date:

Stamp

T2.2.4 EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Client Reference Scorecards" will be completed by each of the respective Clients for the projects listed in the "Relevant Experience" returnable schedule OR The tenderer shall provide contactable reference letter/s in the same format as this form (T2.2.4) to measure performance, the letter must be signed and dated by client. The form cannot be used for a different project other than this one (Refer to Project Number on footer of the page)

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

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (**Only** completed Projects shall be considered)

PROJECT NAME E:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Not Acceptable	Poor (1 point)	Satisfactory (3 points)	Good (4 points)	Very Good (5 points)
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management - Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

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

.....

Principal Agent Firm:

Telephone:

PA / Client Signature:

Date:

Stamp

T2.2.5 EVALUATION SCHEDULE: KEY PERSONNEL

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

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

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

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

SIGNATURE: IDENTITY NUMBER:

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

DATE:.....

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

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

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

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

(OWNER OF THE CV)

[illegible]

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

DATE

Tender
Part T2.2: Returnable documents
DOE12NWER009

[illegible]

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

DATE

Tender
Part T2.2: Returnable documents
DOE12NWER009

[illegible]

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

DATE

Tender
Part T2.2: Returnable documents
DOE12NWER009



PART C1 : AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

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

C.1.4 Adjudicators Agreement

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1 Form of Offer and Acceptance

A. Offer [Failure of a Tenderer to sign this form will invalidate the tender]

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement:

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 2 GRADE R CLASSROOMS, ADMINISTRATION BLOCK, 1 GUARD HOUSE, EXTERNAL WORKS AND ELECTRICAL INSTALLATIONS TO MOKGAOTSI PRIMARY SCHOOL FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE– BID NUMBER: DOE12NWER009

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions 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:.....

Amount in Words:

.....
.....

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and

..... SIGNATURE(S) OF AUTHORISED BIDDERS(S) NAME: CAPACITY: DATE: ADDRESS CONTACT::	WITNESSES 3. 4.
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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.

B. ACCEPTANCE

By signing this part of the 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, including the Schedule of Quantities
- Part C3 Scope of Work

and the schedules, forms, 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 listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2004 within the period stated in the Contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt 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	
Capacity	
for the	
Employer	Independent Development trust
	
	
	
	
Name and	
Signature	
Of witness	Date

C. SCHEDULE OF DEVIATIONS

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

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

1 Subject

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Details

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2 Subject

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3 Subject

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4 Subject	
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C1.2 CONTRACT DATA

INDEPENDENT DEVELOPMENT TRUST

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 2 GRADE R CLASSROOMS, ADMINISTRATION BLOCK, 1 GUARD HOUSE, EXTERNAL WORKS AND ELECTRICAL INSTALLATIONS TO MOKGAOTSI PRIMARY SCHOOL FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE– BID NUMBER: DOE12NWER009

C1.2 Contract Data for BID NO: DOE12NWER009

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

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

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. Should there be any contradictions between the **Contract Data** and the JBCC Principal Building Agreement, the Contract Data shall take precedence.

The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.48491 of 28 April 2023.

The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction works Contracts Gazette Notice No.36190 of 25 February 2013

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	Amendments
1.0	DEFINITIONS AND INTERPRETATION Clause 1.1 is deemed to be amended by the addition and amendments of the following: Change the Definition of "AGREEMENT" to read as follows: This JBCC Principal Building Agreement, the contractor's tender document accepted by the employer, the form of offer signed by the contractor, special conditions of contract, contract data and other contract documents. The completed JBCC® Principal Building Agreement and JBCC® contract data, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representatives of the parties Change the Definition of "BILLS OF QUANTITIES" to read as follows: The document drawn up in accordance with the pricing instructions contained in the pricing data. Change the Definition of "CONSTRUCTION PERIOD" to read as follows: The period commencing on the intended date [CD] of possession of the site by the contractor and ending on the date of practical completion Change the Definition of "CONTRACT DOCUMENTS" to read as follows: The agreement and all documents referenced therein. The contract documents shall be taken to be mutually explanatory of one another but in the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the Contract Data shall prevail over all other contract documents The above has been removed from 6.2, due to the agreement definition which now includes contract document Change the definition of "PAYMENT CERTIFICATE" to read as follows: A certificate prepared at regular agreed intervals by the principal agent to the contractor certifying the value of work done and verified by the employer for payment, delivered to the employer and properly recorded on
Clause	Amendments
	delivery, and the certificate will only become due and payable once the employer has verified and signed the certificate. Note: The employer reserves the right to withhold or reject the certificate within ten (10) working days should there be a reason to do so, and the contractor may resort to the dispute resolution process should the rejection fails to be resolved. Change the Definition of "PRACTICAL COMPLETION" to read as follows: The stage of completion where the works or a section thereof, in the opinion of the principal agent, has been reached in accordance with C28 & C29 this is a different clause of the specific preliminaries and where the work on the practical completion list (and patent's list if applicable) has been completed and free of latent defects other than minor defects identified in the list for completion and can be used for the intended purpose and certified as complete by the principal agent. Change the Definition of "CONTRACT DRAWINGS" to read as follows: The drawings listed in the Scope of Works.

	Change the Definition of "CONTRACT SUM" to read as follows: The total of prices in the Form of Offer and Acceptance. Change the Definition of "INTEREST" to read as follows: The interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999). A monetary guarantee [CD] provided by the employer to the contractor, or vice versa, in terms of this agreement from which either party may recover expense and loss in the event of default Add the following to the list of definitions: SCHEDULE means the variables listed in the Contract Data. DATE OF SITE HANDOVER means the date the contractor is given possession of the site, which shall always be after the signing of the agreement and approval of the construction permits from the relevant authorities including Departments of Labour and Environmental Affairs and local municipality (where applicable). EXCEPTIONALLY INCLEMENT WEATHER means weather which is not only extreme or severe but exceeding that which, on the evidence of the past ten years, could reasonably be expected. TENANT LIST means a list compiled by the tenant or in his absence the principal agent defining the incomplete or defective work to be rectified to achieve practical completion. Such list shall be scrutinised and endorsed by the principal agent and shall not be unreasonable in the context of his contract. 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.
3.0	OFFER AND ACCEPTANCE Clause 3.3 deleted and replaced with the following:- 3.3 This agreement shall come into force on the date of signature of the contract by the employer and after all statutory requirements have been met, and continue to be of force and effect until the end of the latent defects liability period notwithstanding termination or the certification and final payment [22.0;29.0;25.0]

Clause	Amendments
4.0	CESSION AND ASSIGNMENT Clause 4.2 deleted and replaced with the following:- 4.2. The Contractor shall not consent to a nominated Subcontractor assigning or ceding rights or obligations in terms of this agreement without obtaining the prior written consent of the Principal Agent with written approval from the Employer Clause 4.3 deleted and replaced with the following:- 4.3. 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 , shall be obtained from the Employer prior to entering into such cession. Clause 4.0 is amended by adding the following new clauses: 4.4 Any cession entered into without the necessary written consent from either party, shall be null and void. 4.5 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 and in line with the IDT's SCM processes. 4.6 The contractor shall adhere to the list of subcontractors indicated in the returnable schedules. Any changes to the subcontractors and their subcontract work shall be approved by the client in writing. The contractor shall not subcontract more than 25% of the works to subcontractors whose BEE status is less than his at the time of appointment. Failure to comply with this shall constitute a breach of contract.
5.0	CONTRACT DOCUMENTS Clause 5.1 deleted and replaced with the following:- 5.1. The parties shall sign the original contract document and shall each be issued with the copy thereof. The original signed contract document shall be held by the Employer. Clause 5.6 deleted and replaced with the following:- 5.6. The contract documents shall be deemed to be mutually explanatory of one another. In the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the Contract Data shall prevail over all other contract documents.

6.0	EMPLOYER'S AGENTS Clause 6.1 deleted and replaced with the following:- 6.1. The Employer warrants that the Principal Agent has authority and obligation to act and bind the Employer in terms of this agreement, subject to certain restrictions contained herein this document. Clause 6.4 deleted and replaced with the following:- 6.4. Where any agent fails to act in terms of delegated authority, the Contractor shall give notice to the Principal Agent and the Employer to respond to such default within five (5) working days or any agreed period. Where such default has not been responded to within the specified or the agreed period, the Contractor may give not less than 10 working days' notice of intention to suspend the works [28.0]. Clause 6.5 deleted and replaced with the following:-
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Clause	Amendments
	6.5 Where any agent fails to act or is unable to act, or ceases to be an agent, in terms of this agreement, the Employer shall appoint an interim agent within 10 working days from the date of the employer being aware of such event pending procurement of a replacement agent through normal employer's SCM processes.
9.0	INDEMITIES Clause 9.0 is amended by the addition of the following clause:- Clause 9.1.4. Physical loss or damage to an existing structure in the works that are the subject of the contract and to existing structures as well. Delete 9.2.7. Delete 9.2.10.
10.0	INSURANCES Clause 10.0 is amended by the addition of the following clauses to the end thereof: 10.12 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) 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. 10.13 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 to any moveable, or immovable 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.

Clause	Amendments
	(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 execute the works. 10.14 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 dolomite formation the following will apply: 10.14.1 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. 10.14.2 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. 10.14.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.14.1 and 10.14.2. 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. 10.14.4 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 10.14.1, 10.14.2 and 10.14.3. 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.
11.0	SECURITY Delete clause 11.1.2. and replace with the following:-

Clause	Amendments
	11.1.2. The contractor shall furnish the employer with a fixed construction guarantee equal in value to ten per cent (10%) of the contract sum within fifteen (15) working days from the offer of appointment date and keep such security valid and enforceable until the final payment certificate has been issued to the contractor). Or Delete clause 11.1.3. and replace with the following:- 11.1.3 The Contractor shall furnish the employer with a fixed set of five per cent (5%) guarantee of the contract sum and a payment reduction of 5% of the value of each payment certificate up to a maximum of five per cent (5%) of the contract sum [25.3.3]. The contractor shall keep such security valid and enforceable until the final payment certificate has been issued. The contractor could release the retention at any stage of the contract by issuing a further construction guarantee of five percent (5%) of the contract sum. Amend clause 11.3 to read as following: 11.3 Where a contractor fails to provide the security for projects of value less than R5 million, the employer may: Amend clause 11.3.1 to read as follows: 11.3.1 Hand over the site to the contractor and withhold in interim payment certificates to the contractor an amount equal to ten percent (10%) of the contract sum. The amount withheld shall be reduced at practical completion [19.0] to five percent (5%) of the contract sum and to zero percent (0%) in the final payment certificate [25.6] Delete Clauses 11.1.4, 11.1.5, 11.2; 11.4; 11.5 Delete 11.7 and replace with the following 11.7. A security held by the employer shall be for the due fulfillment of the contractor's obligation in term of this agreement Delete clause 11.10 and replace with the following 11.10 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. Clause 11.0 is amended by adding the following new clauses: 11.12 Within fifteen (15) working days of the date of final completion of the works the employer shall release all construction guarantees to the contractor. 11.13 Where the employer has a right of recovery against the contractor, the employer may issue a written demand in terms of the construction guarantee. 11.14 Construction guarantees shall only expire at final completion date. 11.15 The Employer, as an Organ of State, shall not be required to provide payment guarantees

12.0	DUTIES OF THE PARTIES Delete clause 12.1.1 Delete clause 12.1.10 Clause 12.0 is further amended by adding the following clauses: 12.4 The contractor shall: 12.4.1 Immediately on award of the contract and prior to the commencement on site, the contractor shall prepare a working programme covering the first month of the construction period. This working programme shall be prepared in conjunction with the principal agent and shall be subject to his approval.
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Clause	Amendments
	During the first month of the construction period the contractor shall prepare and draw up the programme for the balance of the works for approval by the principal agent 12.4.2 This programme shall be drawn up in accordance with the dates in the agreement for possession, sectional completion and practical completion and shall be in sufficient and approved detail to ensure control over the works. 12.4.3 The programme shall be compiled based on the Critical Path Method of Programming with the critical activities clearly highlighted. It shall be compiled in such a way that logic is not constrained by resource limitations unless specifically approved by the principal agent. 12.4.4 Documentation will not be available in complete detail at the commencement stage. However the contractor, in conjunction with the principal agent, shall progressively plan the works on provisional information available and with sufficient scope to include future detail without disrupting the basic logic initially approved by the principal agent. The quantities contained in these bills of quantities are provisional and shall be utilized as a guide only for the drawing up of the programme. Where assumptions are made in regard to programming aspects, such assumptions shall be recorded in the programme. 12.4.5 The programme shall be updated and modified to accommodate a material change in circumstances or whenever reasonably required by the principal agent. Any acceleration and/or special measures sanctioned by the principal agent together with associated effects shall be incorporated in a revision to the programme. 12.4.6 The programme (including each revision thereof) shall be prepared in conjunction with the principal agent and shall be subject to his approval. The approval of the principal agent shall be deemed to be given on the basis that the contractor represents that the programme complies with the requirements of this agreement. The contractor shall be responsible at all times for maintaining the accuracy, validity and reasonableness of the programme and the implementation thereof. The fact that a programme has been prepared in conjunction with the principal agent or approved by him shall not release or relieve the contractor from any of his obligations or responsibilities under this agreement. Without derogating from the foregoing, the contractor shall at all times bear the onus to demonstrate that the programme complies with the requirement of this agreement and, where applicable constitute an appropriate baseline programme for any purpose in connection with this agreement. 12.4.7 The contractor and the principal agent shall, at regular intervals not exceeding one month, assess the state of progress of the works relative to the latest agreed revision of the programme. Such agreement shall include the recording of actual commencement and completion dates for each activity and shall constitute the official record of the progress at such point in time. 12.4.7 The contractor shall comply with his tendered subcontractors as stipulated in clause 4.6. 12.5 The contractor shall not remove, cut back or disturb trees and shrubs without a contract instruction from the principal agent. (Specific requirements of the employer must be described) 12.6 The contractor shall ensure that any relics, treasure or other articles of potential value found on the site remain the property of the employer and shall be handed over to the principal agent who shall be the sole arbiter of what is an article of value.

14.0	NOMINATED SUBCONTRACTORS Delete clause 14.1 and replace with the following 14.1 The principal agent and/or agents, on written instruction from the employer, shall: Delete clause 14.1.5 Amend clause 14.3 to read as follows:-
Clause	Amendments
	14.3 Where such subcontractor is not appointed by the contractor for the reasons stated (14.2), or where the appointment of a subcontractor has been terminated, another subcontractor shall be nominated and be appointed on instruction from the principal agent on written instruction from the employer. Amend clause 14.7.1 to read as follows:- The principal agent, on written instruction from the employer, shall instruct the contractor to appoint another nominated subcontractor (14.1.4) to complete the n/s subcontract works.
15.0	SELECTED SUBCONTRACTORS Amend clause 15.1 to read as follows:- The principal agent and/or agents, on written instruction from the employer, shall: Clause 15.1.2 deleted and replaced with: 15.1.2. Call for tenders from a list of tenderers agreed between the contractor, the principal agent and the employer 15.1.5. Delete Amend clause 15.4 to read as follows:- 15.4. Where such subcontractor is not appointed by the contractor for the reasons stated (15.3), or where the appointment of a subcontractor has been terminated, another subcontractor shall be chosen and be appointed on instruction from the principal agent on written instruction from the employer. Amend clause 15.7.1 to read as follows:- 15.7.1 The contractor shall appoint another selected subcontractor (15.1.4) to complete the n/s subcontract works in consultation with principal agent and/agents on written instruction from the employer
16.0	Amend clause 16.1.1 by adding the following sub-clause: 6.1.1.1 The employer will appoint direct contractors for the following direct contract work and the contractor shall be expected to accommodate them in his planning and execution of work: a) b)

17.0	CONTRACT INSTRUCTIONS Amend Clause 17.0 by adding the following sub clauses under clause 17.1.2 The word “substantially” in the main clause above is qualified by the following four sub clauses: 17.1.2.1 Quantity as per line item in fixed Bill of Quantity of more than 5%. 17.1.2.2. Variation in standards that result in rate adjustment within the BOQ of more than 5% 17.1.2.3. Variation in the design that varies the contract sum by more than 5% 17.1.2.4. Should any of the clauses 17.1.2.1-3 be triggered the employer must be notified within 24 hour of becoming aware of the change in writing. The 5% variance includes the exceeding or reduction of the amount as stated above. Amend clause 17.1.13 to read as follow: 17.1.13 Expenditure of budgetary allowances, prime cost amount and provisional sums will only be allowed with the express, explicit and unique written consent of the employer.
Clause	Amendments

19.0	PRACTICAL COMPLETION Amend Clause 19.0 by adding the following clauses: 19.4.1. In the event of failure as contemplated in the main clause, The employer reserves the right to issue a practical completion list in excess of the principal agent list or in replacement thereof. 19.4.2. No default Practical completion will be deemed to be given, in light of sub clause 19.4.1 19.8 Without derogating from the generality of the requirements for practical completion the following specific requirements shall apply: 19.8.1 Defects occurring after the issue of the practical completion list requiring remedial work that will, in the opinion of the principal agent, cause disruption, will cause the issue of the certificate of practical completion to be withheld until such defects have been rectified to the satisfaction of the principal agent. 19.8.2 The following certificates of compliance shall be required (excluding others that may be required by the local/national authority) from the contractor to achieve practical completion and completion certificate shall be invalid if one of them is missing: a) A certificate from the contractor that all aspects of the construction regulations of 2003 have been complied with. b) A certificate from the contractor that the National Building Regulations have been complied with c) An occupancy certificate d) occupational Health and Safety certificate e) A certificate of compliance with respect to plumbing and drainage f) An electrical certificate of compliance g) A certificate of compliance with respect to all glazing h) A certificate of compliance and fire clearance certificate from the contractor and fire chief respectively. i) A galvanizing and painting guarantee. j) All mechanical certificate of compliance. k) All structural certificate of compliance. l) A palisade certificate of compliance. m) A smoke extraction certificate of compliance. n) A fire signage certificate of compliance. o) A tiling certificate of compliance. p) A waterproofing certificate of compliance. q) A generator guarantee. r) Commissioning reports s) Maintenance and operational manuals t) Training of end users on equipment, etc. u) Any other applicable guarantees. 19.8.3 A complete set of maintenance and operating manuals together with all workmanship and material warranties and guarantees are to be compiled and issued to the principal agent prior to practical completion being granted. In addition to the abovementioned documentation, a formal "on site" handover will be required to be conducted with every discipline in the presence of the contractor as well as the applicable services subcontractor. Delete Clause 19.6 and replace with the following clauses: 19.6 Notwithstanding anything to the contrary contained in the contract, should the contractor in the opinion of the principal agent not have achieved practical completion of any area of the works, the employer may, notwithstanding the contractor's ongoing responsibilities, take possession of any such area and such possession by the employer shall not in any way be construed that practical completion has been achieved. In such event, the principal agent shall give written notice to the contractor that the employer is taking immediate possession of any particular area/s without practical completion having been achieved in order to mitigate the employer's damages and exposure to loss or expense.
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Clause	Amendments
	19.6.1 In the event of the Employer taking occupation of the works or part thereof prior to practical completion being achieved, but on or after the date for practical completion, the employer shall: (a) Have the principal agent issue a practical completion list(s) prior to such occupation (b) Grant the contractor thereafter all reasonable access to expeditiously attend to the items on the practical completion list(s) Add clause 19.9 to Clause 19.0 to read as follows: 19.8 After the issue of the certificate of practical completion, entry upon the works to make good defects shall be at such reasonable times as shall be agreed by the principal agent. The contractor shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by others. Claims of loss of profit shall not be entertained.
22.0	LATENT DEFECT LIABILITY PERIOD Amend Clause 22.1 to read as follow: 22.1 The latent defect liability period for the works shall commence at the start of the construction period and end 10 years from the certified date of final completion. Amend 22.2.1 to read as follow: 22.2.1 Where termination of this agreement occurs before the date of final completion, the latent defect liability period shall end 10 Years from the date of termination (29.10; 29.23) for the completed portion of the works only. Delete clause 22.2
23.0	REVISION OF THE DATE FOR PRACTICAL COMPLETION Amend 23.2 to read as follow: 23.2 The contractor is entitled to a revision of the date for practical completion with an adjustment of the contract value (26.0) by the principal agent subject to a written approval from the employer, for a delay to practical completion caused by one or more of the following events:- Amend 23.7 to read as follow: 23.7. The principal agent shall, within twenty (20) working days of receipt of the claim, with the written consent of the employer, grant in full, reduce, refuse the working days claimed, and:

25.0	PAYMENT Amend 25.1. to read as follow: 25.1 The contractor shall cooperate with and assists the employer and Principal agent in the preparation of the cash flow statement and payment valuation by providing all required document and quantified amount of work duly executed. Where the contractor has not provided such information the principal agent shall make a fair estimate of the work executed. Amend Clause 25.0 by adding the following sub clauses under clause 25.1:
Clause	Amendments
	25.1.1. The principal agent shall prepare in full the payment certificate for signature and effect by the employer as stipulated in the contract. No payment certificate will be concluded and effected without the employer's authorized signature on the certificate. 25.1.2. No payment certificate will be effected without the employer's authorized signature on the certificate. 25.1.3 The Employer reserves 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 certificate has expired. 25.1.4 The Contractor shall submit the valid Tax Clearance Certificate within fifteen (15) working days or any extended period, from the date of expiry of the Tax Clearance Certificate. Amend clause 25.4.4 to read as follows: 25.4.4 Default interest, where applicable, shall only be effective after the 30 calendar days from the date of submission of undisputed payment certificate and Contractor Invoice to the employer at the rate of repo rate plus 3%. 25.4.5. Delete Amend 25.7 to read as follow: 25.7 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 from the date of submission of undisputed payment certificate to the employer after verification, unless there is an objection of the certificate by the employer. <i>The employer cannot reject a certificate once the employer signs it.</i> Amend Clause 25.9 by adding the following sub clauses: 25.9.1 The employer shall only be liable for the payment for materials and/or goods on site if ownership is proven by the contractor (paid in full) and such ownership shall pass on to the employer upon payment. 25.9.2 The employer shall only be liable for the payment for materials and/or goods offsite if ownership is proven by the contractor (paid in full) and the contractor submits a bank guaranteed cheque of the value of materials and/or goods in favour of the client and such ownership shall pass on to the employer upon payment.

26.0	ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT Add the followings sub clauses to clause 26.1. 26.1.1. Upon receipt of the change request, the Principal Agent must professionally consider the merits of the change request and make a recommendation to the employer. 26.1.2. 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.
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Clause	Amendments
	26.1.3. The Employer must communicate the approval of the change request in writing to the Principal Agent and the Principal Agent shall, upon receipt of confirmation of the change request, issue the necessary Contract Instruction to the contractor to undertake the works. 26.1.4. The Contractor shall not commence with any change request Works without proof of the written approval of the Variation Order from the Employer, except under circumstances mentioned in paragraph 26.1.2 above. 26.1.5 Should the Contractor undertakes the change request Works without the necessary written approval of the change request 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. 26.1.6. The Contractor shall not accept any instructions from any party, including beneficiary Department, other than the Principal Agent. Amend clause 26.7 to read as follow: 26.7 The principal agent, in consultation with the employer, shall assess the claim and on approval by the employer, shall adjust the contract value within twenty (20) working days of receipt of such details.
27.0	RECOVERY OF EXPENSE AND/OR LOSS 27.1.4. Delete
28.0	SUSPENSION BY THE CONTRACTOR Amend clause 28.1. to read as follow: 28.1 The contractor may give fourteen (14) Working days' notice to the employer and the principal agent of the intention to suspend the works where the employer and the principal agent have failed to: Add the followings clause to clause 28.0: 28.5. The date of resumption of works shall be the date on which the default has been remedied by the employer.

29.0	TERMINATION Clause 29.1.1 is amended by the addition of the following sub-clauses: 29.1.1a The contractor refuses or neglects to comply strictly with any of the conditions of contract. 29.1.1b The contractor's estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa. 29.1.1c The contractor, in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
Clause	Amendments
	29.1.1d The contractor fails to perform in terms of the agreement or the employer on reasonable ground believe that the contractor may not be able to comply with his obligation. Amend 29.10 to read as follow: 29.10 The latent defect liability period for the completed portion of the works shall end (22.2.1) 10 years from the date of termination. Amend 29.23 to read as follow: 29.23 The latent defect liability period for the completed portion of works shall end 10 years from the date of termination (22.2.2).
30.0	DISPUTE RESOLUTION Delete clauses 30.3, 30.4, 30.5 and 30.6

Contract Agreement

Clause Number	Contract Agreement
41.0	41.0 POST TENDER PROVISIONS 41.1 All information provided in this section requires consultation with the parties to the agreement. 41.2 The completed Contract Data - Employer and Contractor data - Contractor addenda and such other pertinent documents as listed below shall form part of this agreement: 41.3 The dispute resolution body selected by the parties is: <u>THE ASSOCIATION OF SOUTH AFRICAN ARBITRATORS</u> 41.4 The employer shall provide a Payment Guarantee (amount) N/A 41.5 An annual building industry holiday period is applicable (yes/no) YES 41.6 Further provisions and information agreed by the parties: _____ _____ _____ _____
42.0	42.0 CONTRACTUAL AGREEMENT 42.1 This agreement is the entire (special conditions?) contract between the parties regarding the matters addressed herein. No representations, terms, conditions or warranties not contained in this agreement shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this agreement including this clause shall be effective unless reduced to writing and signed by the parties. 42.2 Contracting Parties (1) Employer : THE INDEPENDENT DEVELOPMENT TRUST Physical Address : North West Regional Office 4071 Joule Street Industrial Site Mmabatho, 2735 Telephone : (018) 389 3000 Fax : (086) 656 4152 E-mail : permyk@idt.org.za TAX / Vat Registration no : 458 014 7876

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

Clause Number	Contract Agreement	
	Details of Witness (1) Name: _____ Address: _____ _____ _____	Details of Witness (2) Name: _____ Address: _____ _____ _____

C1.2.1 Special Conditions of Contract

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 6.2 @ May 2018 (hereinafter referred to as “Main Agreement”) and the Contract Data.

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

a) ADDITIONS TO THE MAIN AGREEMENT AND THE CONTRACT DATA

1.1 JOINT VENTURE AGREEMENT

1.1.1 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.

b) SUBCONTRACTING

- Not applicable

c) LOCAL ENTERPRISE

Service provider awarded the project shall purchase at least 5% of the materials locally where available.

d) TRAINING

- Not applicable

e) INSURANCES

The contractor shall be responsible for effecting and maintaining the contract works insurance for the full duration of the contract period. The insured amount for the full scope of works shall be 100% of the contract amount. The insured amount shall include for alterations and renovations to existing buildings and shall not reduce in any way despite sectional; completion being taken.

f) SITE AND ACCESS AND WORKING HOURS

Clauses 16.0, 16.1 and 16.6 amended to read as follows:

“the site of the works is live school environment within which the contractor shall have restricted access to the site on being given possession to fulfill his obligations. The contractor shall be briefed on the restrictions of movement, servitudes, access control, buildings in use, security requirements and security clearances, working hours due to the site being occupied and under the employers control at all times. The contractor shall not extend his operations into any restricted or undefined areas.

The contractor shall ensure that all personnel and subcontractors engaged on the contract and those visiting the site have the necessary security clearances prior to such persons being brought on to site. Any persons found to be non-compliant shall not be allowed entry to the site. All costs associated with the verification of personnel to meet this requirement shall be borne by the contractor.

The employer shall have unrestricted and continuous access to the works due to the statutory classification of the site and its operations. This arrangement shall be coordinated and agreed upon by all parties prior to the handover of the site to the contractor. A steering committee comprising representatives of the employer, the principal agent, the contractor and any other nominated or required party shall be set up to ensure that the contractors operations are unhindered.

Work shall be carried out during normal working hours. Any extended times or approval or overtime work shall be considered and approved by the steering committee.

The contractor shall comply with the employers’ rules for the control of delivery of materials and goods into the site and for the removal of such items from the site.”

g) PAYMENT OF PRELIMINARY & GENERAL COSTS (P&G)

In the event that the contractor, due to causes of his own making, fails to achieve the targets set out in his construction programme and his performance is not in accordance with the contract, payment of the time related P&G will be paid in proportion to the value of the monthly progress payment and not in accordance with the projected cash flow for this item. The principal agent shall review the status quo and revert to paying the contractor in

accordance with the contract once the contractor has demonstrated improvement of their performance and the principal agent is satisfied that the contractor is performing diligently.

Similarly the full amount of the fixed portion of the P&G will be paid only once the successful contractor has fully complied with deliverables under this section.

h) FINAL PAYMENT

The employer shall pay to the contractor the amount certified in final payment certificate within thirty (30) calendar days of the date of issue of the payment certificate or the contractors tax invoice whichever is the later date.

i) AMBIGUITY OR DISCREPANCY

If any ambiguity or discrepancy in any of the documents forming part of the contract is found, then the contract data and or amendments herein shall prevail in cases of conflict between any of the documents.

all risks insurance - especially with the current weather conditions - we need to ensure that all contracts are insured.

SIGNATURE OF THE PARTIES

Signed at Pretoria on this the day of**2023**

AS WITNESSES:

1. _____

For and on behalf of the **Employer:**

.....
in his/her capacity as Acting Regional
General Manager

2. _____

For and on behalf of the **Employer:**

.....
in his/her capacity as the Programme
Manager.

Signed at Pretoria on this the day of**2023**

AS WITNESSES:

1. _____

3. _____

For and on behalf of the **Service
provider:**

.....
in his/her capacity as Director, who
hereby confirm that he/she is duly
authorised hereto.

C1.3 FORM OF GUARANTEE

C1.3 FORM OF GUARANTEE

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 2 GRADE R CLASSROOMS, ADMINISTRATION BLOCK, 1 GUARD HOUSE, EXTERNAL WORKS AND ELECTRICAL INSTALLATIONS TO MOKGAOTSI PRIMARY SCHOOL FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE– BID NUMBER: DOE12NWER009

Contract No.: DOE12NWER009

WHEREAS **INDEPENDENT DEVELOPMENT TRUST** (hereinafter referred to as "the Employer") entered into, a Contract with _____ (hereinafter called "the Contractor") on the _____ day of _____ 20____ for the construction of _____ at _____

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security byway of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS _____

has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE, _____

do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said

Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the sum of (not exceeding 10% of the Contract Sum) in

_____ (R_____)

The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

We hereby choose our address for the serving of all notices for all purposes arising here from as

IN WITNESS WHEREOF this guarantee has been executed by us at

on this _____ day of _____ 20_____

As witnesses:

1. _____ Signature _____

2. _____ Signature _____

Duly authorized to sign on behalf of

Address _____

C1.4 ADJUDICATOR'S AGREEMENT

C1.4: Adjudicator's Agreement

This agreement is made on the.....day of 20.....between the Employer

(name of company / organisation)

of (address)

..... and the Contractor

(name of company / organisation)of

(address)

..... (hereinafter called **the Parties**)

and

(name)

of (address)

..... (hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract No

.....

for (contract title)

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (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 Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure 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.
6. **SIGNED by:**

(Signature):(Signature):(Signature):

Name:.....**Name:**..... **Name:**

who warrants that he/ she is
duly authorized to sign for and
on behalf of the **First Party** in
and on behalf of the presence
of

who warrants that he/ she is
duly authorized to sign for and
on behalf of the **Second Party**
presence of

the **Adjudicator** in the presence
of

Witness:**Witness:****Witness:**
(Signature):(Signature):(Signature):

Name:.....**Name:**..... **Name:**

Address:Address: Address:
.....

Date:..... Date:..... Date:

C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

Refer Overleaf:

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

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

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

.....
in his capacity as:
;

AND:

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

.....
in his capacity as:

duly authorised to sign on behalf of the Contractor.

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

TENDER:

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 2 GRADE R CLASSROOMS, ADMINISTRATION BLOCK, 1 GUARD HOUSE, EXTERNAL WORKS AND ELECTRICAL INSTALLATIONS TO MOKGAOTSI PRIMARY SCHOOL FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE– BID NUMBER: DOE12NWER009

at MOKGAOTSI PRIMARY SCHOOL

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

NOW THEREFORE the parties agree as follows:

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

above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

Thus signed at for and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

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

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C1.6 Waiver of Lien

Refer Overleaf:



Waiver of Contractor's Lien

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

DEFINITIONS

Contractor _____

Employer _____

Agreement _____
(Principal Building Agreement
or Minor Works Agreement)

Works (description) _____

Site _____
(property title deed description)

AGREEMENT

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

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

Thus done and signed at _____ on

Name of signatory

Capacity of signatory

As witness

For and on behalf of the Contractor who by
signature hereof warrants authorisation hereto

JBCC Series 2000 □ Code 2121 March 2007

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2: PRICING DATA

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, March 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, (March, 2005).

2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, (**Edition 6.2 Reprint May 2018**) as amended in the IDT's **SPECIAL CONDITIONS OF PRINCIPAL CONTRACT**. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables areas 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 6.2 Reprint May 2018**) as amended in the IDT's **SPECIAL CONDITIONS OF PRINCIPAL CONTRACT**. 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 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.

20 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

- 21 The contractor shall determine the contract skills participation goals, expressed in Rand, which shall not be less than the contract amount multiplied by a percentage factor given in Table 2 in the Standard for the applicable class of construction works. This is indicated by the percentage factor in the Final Tender Summary section. Minimum Contract Skills Development Goal (CSDG) sum = General Building GB (0.50%) x Subtotal of the tender amount

Table 2: Contract skills development goals for different classes of engineering and construction works contracts

Class of construction works as identified in terms of Regulation 25(3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (Infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

Example 1: The contract amount for an engineering and construction works contract in the GB class of construction works is R65,7m. The contract skills development goal in Rands is R65,7m x 0.5% = R328 500.

- 22 The Employer shall determine the amount to be paid to the Enterprise Development Co-Ordinator for the Contract Participation Goal (CPG) on the contract and this amount shall be stated under the section Enterprise Development as a Provisional Sum in the Preliminaries and Generals (P&G's).

The contractor shall be paid as follows: These are recommended rates, client may change depending on the location of the project, complexity etc.). These rates must be stated by the client in the P&Gs so that all tenderers have the same rate and not result in a tenderer being disadvantaged.

Needs analysis and enterprise development plan per Targeted Enterprise – R5 000.00 (Ten thousand rands) per targeted enterprise.

Mentoring and interim reporting per Targeted Enterprise - R20 000.00 (twenty thousand rands) per quarter; and

Project completion report per Targeted Enterprise - R5 000.00 (five thousand rands) per targeted enterprise.

23 Provisional sums are provided for some items in the Schedule of Quantities. Work done under these items will be at the written direction of the Employer. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

24 The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any authorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

25 Payment to the contractor to accommodate Part/Full Occupational qualification and Trade qualifications

The employer shall include the following statement in the pricing assumptions:

The contractor shall apportion the learners in the different construction activities based on the scope of work.

The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

26 Payment to the contractor for supervision and mentoring Part/Full Occupational qualification and Trade qualifications learners

The employer shall make no provision for an additional payment item for the payment of the supervisor and/or mentors for the provision of training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule for the training of part/full time occupational learners and/or trade qualification learners.

C2.2 BILL OF QUANTITIES

C3 SCOPE OF WORKS

C3.1 Scope of Work

1) DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The objectives of the project is to provide the school with new classrooms to accommodate the Grade R learners at MOKGAOTSI Primary School.

1.2 Overview of the works

The scope of works comprises the below:

- Construction of 2 Grade R Classrooms
- Administration Block
- Guard House,
- External Works And
- Electrical Installations

1.3 Labour-intensive works

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work

1.4 Extent of the works

The extent of the works shall comply with the Employer's requirements as outlined on the drawings listed on 2.4 below

1.5 Location of the works

Works will be executed in an approved stand/erf/portion as described in the title deed and delimited in the surveyor general diagram. MOKGAOTSI PRIMARY SCHOOL:

The school location is 10551 Thageng Section, Mokgaotsistad, Madikwe, 2747 in North West Province at the Moses Khotane Municipality.

The GPS coordinates are latitude -25.254891 and longitude 26.490402°.

1.6 Temporary works

The Contractor shall provide, erect, maintain and remove on completion of the works, a temporary office to be used by Principal Agent when they are onsite and project meetings which should include ablution, parking, eating area, etc. as may be deemed necessary for project use. The location of the Contractor's facilities shall be pre- approved by the Principal Agent before site establishment. In his office there must be kept a copy of all working drawings suitably mounted, a copy of the contract documents in a good and orderly condition, the site instruction and site diary books and any specification referred to in the contract documents.

C3.2 Engineering

C3.2.1 DESIGN

- a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- b) The Contractor is responsible for the design of the temporary Works, inclusive of concrete mixes, formwork and trench shoring, and their compatibility with the permanent Works.
- c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the as-built drawings.

C3.2.2 EMPLOYER'S DESIGN

The Employer's consultant has designed the permanent Works to accepted standards as reflected on the drawings and specifications.

C3.2.3 CONTRACTOR'S DESIGN

The Contractor shall also be responsible for the design of the temporary Works as defined in C3.2.1(b).

Where the Contractor is to supply the design of designated parts of the permanent Works or temporary Works, he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.4 DRAWINGS

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the Contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either coordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are listed below and are issued for tendering purposes. They are issued separately to this document and must be regarded as provisional and preliminary for Tenderers to generally assess the scope of work.

At the commencement of the contract, the Engineer shall deliver to the Contractor copies of the drawings for construction purposes and any instructions required for the commencement of the works. Further drawings detailing reinforcement and bending schedules for the concrete chambers will be issued after Contract Commencement. From time to time thereafter during the progress of the works, the Engineer will issue further drawings as may be necessary for adequate construction, completion, and defects correction of the works. The work shall be carried out in accordance with the latest available revision of the drawings.

The Employer reserves the right to issue amended and/or additional drawings during the Contract.

C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 Requirements

Acceptable bids will be evaluated by using a system that awards points on the basis of 80 points for bid price and 20 points for preferential procurement regulations, 2017.

C3.3.1.2 Resource standard pertaining to targeted procurement

The Engineer and the Contractor shall agree on the nature and value of the work that can be sub-let to local subcontractors at the beginning of the contract. The Engineer and Contractor shall monitor and record all the targets and progress in this respect.

C3.3.2 SUBCONTRACTING

C3.3.2.1 Scope of mandatory subcontract works

The Contractor shall sub-let to the local sub-contractor appropriate portions of the works that are designated in Clause C3.3.1.2 as being reserved labour-intensive construction methods.

C3.3.2.2 Preferred subcontractors/suppliers

The Contractor shall be responsible for all work carried out by subcontractors on his behalf. The Engineer will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc., unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Contractor and his subcontractors.

Subcontracting as Condition of Tender

In terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), Preferential Procurement Regulations, 2017

C3.3.2.3 Subcontracting procedures

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, and provided

always that the Contractor has complied fully and in all respects with the provisions of the Contract pertaining to subletting to local sub-contractors or has utilised his best endeavours to comply therewith, authorise in writing that the Contractor may employ local residents in terms of clause C3.3.1.1 with the sole intent of executing on-the-job training of such local residents to suitable levels of skill that will enable the Contractor to sub-let appropriate portions of the Works as specified in clause C3.3.1.1 to such local residents.

Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Engineer to warrant such authorization include:

- a) non-receipt of valid or acceptable tenders/quotations from local sub-contractors;
- b) serious default or failure of appointed local sub-contractors;

The Engineer shall not grant such authority in cases where it may reasonably be concluded on the available evidence that the invitation of further tenders/quotations in accordance with the terms of the Contract, is likely to result in the successful completion of the portions of the Works concerned by local sub-contractors.

Should the Contractor, after suitable due endeavour, be unable to identify residents suitable for and desiring to train as sub-contractors for portions of the Works as specified in clause C3.3.2.1, then the Contractor shall be permitted to undertake the Works in question with his own workforce as provided for in clause C3.3.1.1 above.

The Engineer shall monitor progress achieved with subcontractor training, and successful completion of this training shall be subject to his approval or instruction. The Contractor shall tender rates for the training of sub-contractors and labour.

C3.3.2.4 Attendance on Subcontractors

The Contractor shall approach the Labour Desk that is established for the purposes of the Contract for assistance and advice regarding conditions of employment, minimum wages, disputes, and disciplinary procedures in respect of local sub-contractors.

C3.4 CONSTRUCTION

3.4.1 WORKS SPECIFICATIONS

C3.4.1.1 Applicable SABS 1200 Standardized Specifications

The standard specifications on which this contract is based are the **South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SABS 1200, also referred to as SANS 1200.**

SANS 1200 A: General
SANS 1200 AB: Engineer's office
SANS 1200 C: Site clearance
SANS 1200 D: Earthworks
SANS 1200 DB: Earthworks (pipe trenches)
SANS 1200 DK: Gabions and Pitching
SANS 1200 DM: Earthworks (roads, subgrade)
SANS 1200 G: Concrete (structural)
SANS 1200 L: Medium-pressure pipelines
SANS 1200 LB: Bedding (pipes)
SANS 1200 LC: Cable ducts
SANS 1200 LD: Sewers
SANS 1200 LE: Stormwater Drainage
SANS 1200 LF: Erf connections (water)
SANS 1200 M: Roads (general)
SANS 1200 ME: Subbase
SANS 1200 MF: Base
SANS 1200 MH: Asphalt base and surfacing
SANS 1200 MJ: Segmented paving
SANS 1200 MK: Kerbing and channelling
SANS 1200 MM: Ancillary roadworks

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

Although not bound in nor issued with this Document, the following **ALL** Sections of the Standardised Specifications of SABN 1200, but not limited to, shall form part of this Contract: The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003	Implementing Preferential Construction Procurement Policies Using Targeted Procurement Procedures
SANS 1914-1 to 6 (2002)	Targeted Construction Procurement
SANS 1921 - 1 (2004)	Construction and Management Requirements for Works Contracts
Part 1	General Engineering and Construction Works and where accommodation of traffic is involved:
SANS 1921-2 (2004)	Construction and Management Requirements for Works Contracts; and
Part 2	Accommodation of Traffic on Public Roads Occupied by the Contractor.
SANS 10400 (1990)	Building Regulations South Africa

C3.4.1.2 Variations and Additions to the SABS 1200 Standardized Specifications

The following specifications for work not covered by SABS1200 standardized specifications are also included hereunder:

C3.4.1.3 Variations and Additions to the SABS 1200 Standardized Specifications

Variations and additions to the following SABS 1200 Standardized Specifications listed in C3.4.1 are given in section C3.4.10.

C3.4.2 SITE ESTABLISHMENT

C3.4.2.1 Services and facilities provided by the Employer Water sources

(a) Water Sources

The Contractor shall, in accordance with the provisions of subclause C3.4.2.2, and at his own cost, make all arrangements necessary for the supply and distribution of water required for construction purposes as well as for use in and about his site establishment and for human consumption.

(b) Electricity supply

The Contractor shall, in accordance with the provisions of subclause C3.4.2.2, and at his own cost, make all arrangements necessary for the supply and distribution of electrical power required for construction purposes as well as for use in and about his site establishment.

The Contractor shall comply with all prevailing legislation in respect of the generation and distribution of electricity and shall when required by the Engineer, produce proof of such compliance.

(c) Excrement disposal

The Contractor shall, in accordance with the provisions of subclause C3.4.2.2, and at his own cost, make all arrangements necessary for the supply and distribution of water required for construction purposes as well as for use in and about his site establishment and for human consumption.

(d) Area For Contractor's Site Establishment (Example only)

A specific area near or on the Site of the Works will be made available by the Employer to the Contractor for the Contractor's site establishment. The specific area for the Contractor's site establishment will be identified to the Contractor by the Engineer and the Contractor shall have sole use of such area, free of charge, for the duration of the Contract. The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores, and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written approval of the Engineer, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim

against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Contractor in his Bid.

C3.4.2.2 Contractor's Camp Site and Depot

(Read with SANS 1921 - 1: 2004 clause 4.14)

The Contractor's office for this contract shall be as required to fulfil his obligations under the Contract. The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

(a) Contractor's Camp Site/Store Yard

The contractor may erect his site offices and storage depot within the boundaries of the area indicated by the Engineer. The contractor shall submit a general layout drawing to a scale of not less than 1:200 to the Engineer for approval before any work on the camp or offices is commenced. No housing is available and the Contractor shall make his own arrangements to house his employees and transport them to and from the site. The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores, and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract. The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site. Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written permission of the landowner and approval of the Engineer, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Contractor in his Tender. All buildings erected must be to the size approved by the Engineer. The parking of the plant is restricted to these areas.

Any clearing of the site that is necessary and the making good after de-establishment will be the responsibility of the Contractor.

In addition to the requirements of SABS 1200A clause 8.3.2.2, the following conditions shall also apply:

- (i) None of the existing roads shall be damaged in any way.
- (ii) The Contractor is to make his own arrangements for a water supply to the works and pay all installation and consumption charges levied by the Local Authority.
- (iii) The Contractor is to make his own arrangements for electrical power. Site office and lighting are available from the on-site DB and the Contractor is responsible for installation and consumption charges levied by the Local Authority.
- (iv) It shall be the responsibility of the Contractor to make good any damage caused to the campsite area or any improvements on it, including services, and for reinstating it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Engineer.
- (v) The Contractor shall be responsible for providing adequate storage, collection, and disposal of refuse, all in a sanitary manner.
- (vi) The Contractor shall construct a sealed bund wall around their diesel tanks. The bund wall shall be of such capacity that the contents of the tanks shall be contained within the bund wall in the event of an accident. The inside of the bund wall shall be painted with a bituminous sealant and the entire system must be constructed to the Engineer's satisfaction.
- (vii) The Contractor shall provide a suitably screened-off shower area within his campsite.

The Contractor must note that other Contractors, Subcontractors, and specialised Subcontractors, including those who will construct specifically the geomembranes liner, will be working on or adjacent to the site of the Works during the currency of the Contract.

C3.4.2.3 Facilities Provided by the Contractor

(i) Site Meeting Venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of **twenty** (20) persons at site meetings. The Engineer shall be allowed free use of such venue for conducting any other meetings concerning

the Contract at all reasonable times.

(ii) Notice Board

The contractor shall provide, erect, and maintain one Contract name board at such positions and locations as directed by the Engineer.

The typical notice board with the following requirements shall apply with regards to the notice board:

- a) The wording in the space for "Name of Contract" shall be provided by the employer to the contractor before construction commences.
- b) The word to follow "Designed" shall be:

"Details of the engineer will be provided on Appointment"

(iii) Survey equipment and assistant

- Survey Equipment

The Contractor shall, in accordance with the requirements of SABS 1200 AB (as amended) provide the following survey equipment for the exclusive use of the Engineer and his staff:

- 1 upright reading automatic level with tripod;
- 1 levelling staff with protective cover bag;
- 1 x 100-meter Stilton tape measure and measuring wheel;
- 6 x ranging rods;
- 1 ±2kg hammer.
- Survey assistants

The Contractor shall, in accordance with the requirements of subclause 5.5 of SABS 1200 AB, make available to the Engineer, two (2) survey assistants. Where required by the Engineer, the Contractor shall at his own cost, promptly arrange for the recalibration of survey equipment provided.

(iv) Telephone Facilities

The Contractor will **NOT** be required to supply the Resident Engineer with reliable internet, Wi-Fi, or LTE for the duration of the Contract. They will **NOT** Contractor shall be responsible for the cost of all calls, installation, rental, supplies, maintenance, etc.

The Contractor will **NOT** be required to supply the Engineer with any mobile device phone.

(v) Computer Facilities

The Contractor will **NOT** be required to provide the following computer facilities together with the specified software installed, for the exclusive use of the Engineer and his staff, in accordance with the requirements of SABS 1200 AB.

(vi) Site Instruction Book

The Contractor shall supply a triplicate book for site correspondence and inspection requests to the Engineer. Reasonable notice shall be allowed prior to inspections. All inspection requests and approval/disapproval thereof shall be recorded by the Site staff in writing. All requests must be signed and dated by the Engineer before implementation.

The Contractor must ensure that a suitable site quality record system is put in place subject to approval by the Engineer to record that each section, or work item, complies with the relative works specification. Failure to update or provide sufficient records may result in a 10% interim payment reduction being withheld.

(vii) Protective Clothing

The Contractor shall provide and replace when necessary four sets of safety clothing (PPE) (reflective vest and jackets, safety shoes, helmets, and rubber Wellington boots) of sizes required to members of the Engineers site staff and their visitors.

(a) Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site. No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to the site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his campsite and

the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities must be provided.

(b) Accommodation of Other Contractors

The Contractor shall be required to accommodate other contractors on the Site of the Works during the Contract period. Adequate access to the site of their works shall be always given to the above-stated contractors.

No direct payment will be made for the cost of providing adequate access and accommodating the stated contractors on the Site of the Works, as well as the cost of any inconvenience or disruption experienced in attending to the aforementioned. Payment shall be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract.

(i) Water

The Contractor shall, at his own expense, be responsible for obtaining and providing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessities for procuring, storing, transporting, and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall when required by the Engineer, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the

Contract. The Contractor shall, whenever reasonably required by the Engineer, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities on the Site.

No separate payment will be made to the Contractor for the obtainment, providing and consumption of water, the costs of which will be deemed to be included in the Contractor's bidded rates.

(ii) Electricity

The Contractor shall, at his own expense, be responsible for obtaining and providing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the obtainment, providing and consumption of electricity, the costs of which will be deemed to be in the Contractor's bidded rates and prices.

(iii) Excrement Disposal

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the Contract, to the satisfaction of the responsible health authorities in the Site and the Engineer. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this subclause and the costs thereof shall be deemed to be included within the Contractor's bidded Preliminary and General items.

C3.4.2.4 Permits and Wayleaves

The Contractor shall be responsible to obtain all the wayleave required under this Contract. The cost of obtaining wayleaves shall be deemed included in the relevant rates, and no additional payment will be made for the wayleaves as required.

C3.4.2.5 Features Requiring Special Attention

(a) Site Maintenance

During the progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner and shall keep the Site free from debris and obstructions.

(b) Tidying Up of works

The Contractor shall take note that progressive and systematic finishing and tidying will form an essential part of this contract. On no account shall spoil, rubble, materials, equipment, or unfinished operations be allowed to accumulate in such a manner as to unnecessarily be a hindrance to or impede the activities of other contractors or service providers. In the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant works in the area(s) concerned. Upon completion of the Works or any portion thereof, the ground, fences, gates, and any structures that have been interfered with are to be carefully restored to their original condition and all rubbish, tools, tackle, plant, and material must be removed to leave the site in a clean and orderly condition. No additional payment shall be made for the work set out above.

(c) Quality Assurance (QA), Quality Control and Quality Plan

(Read with SANS 1921 – 1: 2004 clause 4.4)

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the specifications to the satisfaction of the Engineer and drawings rests with the Contractor, and the Contractor shall at his own expense, institute an appropriate Quality Assurance (QA) and quality control system on-site provide experienced engineers, foremen, surveyors, materials technicians,

other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of his own workmanship quality in accordance with his QA-system at all times. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

Within one week of the award of the Contract, the Contractor shall furnish the Engineer with a comprehensive Quality Assurance (QA) and Quality Plan that is related to a method statement of each activity to be executed for the project that incorporates all the requirements of the document comprising the contract, for his own quality management as well as describing the quality control process that will provide for regular inspection and signing off work by the Engineer.

The Project Quality Plan Shall be subject to the Engineers' approval.

The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor's Quality Assurance (QA) and Project Quality Plan for the Contract shall indicate how the Contractor's Quality System shall apply to the specific requirements of the contract. It shall clearly indicate by way of written method statements; descriptions; quality management objectives; policies; schedules; flow diagrams; Product/Process Inspection & Test Plans (ITP); procedures and work instructions that demonstrate the Contractor's implementation of the requirements.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements, and levels to demonstrate the achievement of compliance with the Specifications.

This will particularly apply to aspects of the works that will be covered such as checking of the stormwater drain gradients, compaction of material, checking of reinforcement, vibrating of the concrete and other embodied items before placing

of concrete.

(d) Testing

(Read with SANS 1921 – 1: 2004 clause 4.11)

(i) Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

The tendered rate for all earthworks, layer works, concrete works, paving, asphalt, and liner works shall cover the cost of site process control testing to ensure the standards specified are met, as well as the provision of all staff and equipment.

(ii) Acceptance Control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the Bill of Quantities, but tests that failed to confirm compliance with the specifications will be for the account of the Contractor.

(iii) Additional Testing Required by the Engineer

In addition to the provisions of subclause C3.4.2.5(d)(i): Contractor to engage services of an independent laboratory, the Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to

those described in subclause C3.4.2.5(d)(i), at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.

(iv) Costs Of Testing

Tests in terms of subclause C3.4.2.5(d)(i)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.4.2.5(d)(i), above shall be borne by the Contractor and shall be deemed to be included in the bidded rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause C3.4.2.5(d)(i).

Where, **because of** the consistency of the materials varying or **because of** failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g., re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(e) Management and Disposal of Water

(Read with SANS 1921 - 1: 2004 clause 4.6)

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for the delay and for the repair of damage caused to the works because of the Contractor's failure to properly manage rain and surface water will not be considered.

The contractor shall be responsible for the handling of all surface and sub-surface water in such a way that the construction can proceed with minimum risk and at no time shall overland flows be blocked.

If concentrated flows are blocked a method statement should be provided, and is subject to approval by the Engineer.

The Contractor shall to this end divert flow around the working areas if and where necessary. The Contractor shall also take particular care to ensure the safety of the works against damage by water.

The current drains are operational and are conveying water through them.

The contractor shall apply suitable, effective dewatering methods for preventing the ingress of water into the excavations and to keep them dry.

Drainage measures, with the exception of pumping, shall be maintained until the backfilling and concreting of the drains has been completed between the various construction stages.

Any draining and or pumping of water shall be done in a manner that will protect the concrete drain or materials in any part thereof from being carried away.

No Separate payment

Tender rates should also include full compensation for trimming the open drains

The cost of supplying and operating for dewatering and operating the equipment for dewatering all excavations, existing stormwater drains and controlling concentrated and surface flow and sub-surface water on all works will be held to be included in the tendered sum under section PSDM 8.3.4 and 8.3.7 of this document.

(f) Survey Beacons

(Read with SANS 1921 - 1: 2004 clause 4.15)

The Contractor shall be responsible for the preservation of all land surveys, erf or other pegs, benchmarks, and beacons. If damage or disturbance of any such pegs or beacons is caused by the operations of the Contractor or his subcontractors the pegs are to be replaced by a Registered Land Surveyor at the cost of the Contractor. Benchmarks will be replaced by the Engineer at the Contractor's expense.

Information regarding the position of all such pegs will be made available to the Contractor by the Engineer on request.

The Contractor is to ensure that no spoil is placed over an erf peg or benchmarks and that these are adequately protected for the full duration of the Contract. Where disturbances of boundary pegs are unavoidable due to excavation or other operations adjacent to the pegs, the Contractor shall advise the Engineer or his Representative immediately, and an agreement is to be reached that the disturbance of the peg is unavoidable and a strict record of such disturbed pegs is to be kept.

Such pegs are to be replaced by a Registered Land Surveyor as described above and the Contractor is to submit proof of the cost of replacement of pegs. The Contractor will be reimbursed on a basis pro-rata to the total cost of peg replacement determined on completion of the Works.

(g) Existing Services

(Read with SANS 1921 - 1: 2004 clause 4.17)

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

The Contractor will comply with the conditions for dealing with existing services as attached in C3.3, *Particular Specifications* and approach the relevant authorities for additional information where applicable.

(h) Existing Services

(Read with SANS 1921 - 1: 2004 clause 4.19)

The Contractor shall pay special attention to the following:

(i) Natural Vegetation

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or were directed by the Engineer.

(ii) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of a fire, the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

(j) Overhaul

No payment whatsoever will be made for overhaul on this contract whether from commercial sources or off-site or within the site environs. No mass-haul diagrams will be produced.

(k) Security

The Contractor shall provide security guards for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the *construction team*.

(l) Subcontractors

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Engineer will not become involved.

(m) Access to properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall always provide, and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working.

If, because of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), decide with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath, or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths, and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to always provide access. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

(n) Site Diary

A site diary in triplicate format, which shall be supplied by the contractor must be filled in daily and submitted to the Engineer daily. No claims will be considered without the site diary's schedules properly completed and submitted.

(o) Labour-Intensive Competencies of Supervisory and management staff

Contractors having a CIDB contractor grading designation of 9CE and higher shall only engage supervisory and management staff in labour-intensive works who have either completed or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the **skills** programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a **skills** programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a **skills** programme, for the NQF level 2-unit standards or NQF level 4-unit standards.

Table 1 Skills Programme for Supervisory and management staff

Personnel	NQF Level	Unit Standard Titles	Skills Programme Description
Team leader/ supervisor	2	Apply Labour-intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour-intensive Construction Methods to Construct and Maintain roads and Stormwater drainage	one of these 3-unit standards be used
		Use Labour-intensive Construction Methods to Construct and Maintain Water and Sanitation Services,	
		Use Labour-intensive Construction methods to Construct, Repair and Maintain Structures	
Foreman/supervisor	4	Implement Labour-intensive Construction systems and Techniques	This unit standard must be completed, and
		Use Labour-intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these 3-unit standards be used
		Use Labour-intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e., the contractor's	6	Manage Labour intensive Construction Processes	Skills Programme against the single unit standard

most senior representative who is resident on the site)			
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(p) Employment Of Unskilled and Semi-Skilled Workers in Labor-Intensive Works

(i) Requirements for the sourcing and engagement of labour

- (1) Unskilled and semi-skilled labour required for the execution of all labor-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of targeted Labour.
- (2) The rate of pay set for the SPWP is R 180 per day, Task rates are to be determined at a later stage. rated workers comprise all wages paid and any training allowance paid in respect of agreed training programmes.

(3) Terms And Conditions for The Engagement of Targeted Labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

(4) Variations to SANS 1914-5

- (aa) The definition for net amount shall be amended as follows: Financial value of the contract upon completion, exclusive of any value-added tax or sales tax which the law requires the employer to pay the contractor.
- (bb) The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.
- (iii) Training of Targeted Labour
 - (1) The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
 - (2) The cost of the formal training of targeted labour will be funded by

the provincial office of the Department of Labour. This training will take place as close to the project site as practically possible. The Contractor must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer must be furnished with a copy of this request.

- (3) A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works.
- (4) The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.
- (5) The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.
- (6) An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend formal training, in terms of 1.3.4 above.
- (7) Proof of compliance with the requirements of 1.3.2 to 1.3.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

(q) Employment of local labour

It is the intention that this Contract should make maximum use of the local labour force that is presently underemployed. To this end, the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The employment of casual labour will be done in cooperation with community leaders and local structures. The bidder shall ensure that all remuneration paid

to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour.

(r) Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Subclause 49.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

(s) Construction In Restricted Areas

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and

prices bidden will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment nor any claim for payment due to these difficulties will be considered.

(t) Notices, Signs, Barricades and Advertisements

All notices, signs, and barricades, as well as advertisements, may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance, and ultimate removal and shall make provision for this in his bidden rates.

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient, or dangerous.

(u) Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bidden for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements, and levels to demonstrate the achievement of compliance with the Specifications.

C3.4.3 PLANT AND MATERIALS

C3.4.3.1 Plant and Materials Supplied by The Employer

"The Employer shall not supply any plant or materials."

C3.4.3.2 Materials, Samples and Shop Drawings

(a) Samples

Materials or work which do not conform to the approved samples submitted in terms of the Conditions of Contract will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Engineer, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of the Conditions of Contract, be for the Contractor's account.

C3.4.4 CONSTRUCTION EQUIPMENT

C3.4.4.1 Requirements for equipment

Equipment must be such that all the works can and will be executed in an efficient manner to the required quality and specifications.

No Equipment will be provided by the employer.

C3.4.5 ACCOMMODATION OF OTHER CONTRACTORS

C3.4.5.1 General

The Contractor shall be required to accommodate other contractors on the Site of the Works during the Contract period. Adequate access to the site of their works shall be given to the above-stated contractors at all times.

No direct payment will be made for the cost of providing adequate access and

accommodating the stated contractors on the Site of the Works, as well as the cost of any inconvenience or disruption experienced in attending to the aforementioned. Payment shall be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract.

C3.4.6 OCCUPATIONAL HEALTH AND SAFETY

(Read with SANS 1921 - 1: 2004 clause 4.14)

C3.4.6.1 General Statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end, the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form of included in the Contract.

C3.4.6.2 Health and Safety Specifications and Plans to be submitted at tender stage

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification are included in the tender documents as Part of C3.4.11.6, Particular Specifications.

(b) Tenderer's Health and Safety Plan

The Tenderer shall submit with his tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Construction Regulations 2014;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors,

employees and visitors to the site, including safety training in hazards and risk areas;

- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations 2014;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Construction Regulations 2014 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment, if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work because of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

C3.4.6.3 Cost of Compliance with The OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

C3.4.7 EMPLOYMENT OF LOCAL LABOUR

It is the intention of the Contract that unskilled and skilled labourers including bricklayers, concrete gangers etc. be hired from the local population via the relevant community bodies, Ward Councillors and Community Liaison Officer (CLO). No labour is to be used on-site except that hired from the local community unless prior approval is obtained from the Engineer. However, once employed by the Contractor they become the entire responsibility of the Contractor as part of his normal workforce.

The daily cost of this labour to be used on this Contract shall be calculated to be no lower than Extended Public Works Programme (EPWP) daily rates it is recommended that the minimum rates applicable at any time during the duration of the Contract should be in line with the local municipality labour rates.

The appointed Contractor may be called upon to demonstrate how the included wage rate was arrived at, in terms of the above.

Only Foreman, artisans, and skilled level and upwards will be allowed from outside the local community and all the authorised "outside labour etc." will have to be listed under Schedule 8: KEY PERSONNEL. The necessity of these personnel will be assessed by the Engineer and Employer. The Contractor shall maintain accurate and comprehensive daily records of all labour engaged on the Contract and shall submit to the Engineer at monthly intervals detailed labour returns substantiating the actual numbers of labourers employed, the amounts actually paid in respect thereof and details of the various activities undertaken by the labourers.

This aspect will be closely monitored by the Engineer and Employer and any unauthorised infringement will result in the affected labour being dismissed from the site.

The employment of local labour on this contract is advised but left entirely to the discretion of the Contractor. The onus will be on the Contractor from the very outset to liaise directly with the Local Councillors as far as labour requirements are concerned.

A Community Liaison Officer (CLO) will be provided for on this contract to assist the Contractor with day-to-day labour and community-related matters that may arise.

The Contractor shall maintain accurate and comprehensive daily records of all labour engaged on this Project and shall submit to the Engineer at two weekly intervals detailed labour returns substantiating the actual numbers of labourers employed, the amounts actually paid in respect thereof, and details of the various activities undertaken by the labourers.

The Contractor shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour and the wage rate on the contract shall not be less than the published minimum rate for the area.

C3.4.8 EXECUTION OF THE WORKS

C3.4.8.1 Inspection by the Engineer

No portion of the work shall be proceeded until the Engineer or his representative has approved the previous stage. If any work is covered or hidden from view before the Engineer or his representative has inspected the work, the Contractor shall at his own cost expose the covered or hidden work for inspection. The Contractor shall also be responsible for making good any work damaged during the uncovering.

The contractor shall notify the engineer in writing 48 hours prior to the required inspection works.

C3.4.8.2 Certificate of Completion

When all the work under the Contract has been completed to the entire satisfaction of the Engineer, he will issue a certificate of completion to the Contractor informing the Contractor of the date at which the works are deemed to be completed and accepted by the Employer.

The sureties provided by the Contractor for the fulfilment and completion of the Contract in terms of the Form of Agreement will be released upon the issue of the Certificate of Completion.

C3.4.9 CONSTRUCTION PROGRAMME

C3.4.9.1 Preliminary programme

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices

as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

C3.4.9.2 Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to the General Conditions of the Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as the basis for this programme.

When drawing up his programme, the Contractor shall also, inter alia, take into consideration and make allowances for:

- (i) public access to the area at all times;
- (ii) the constructional plant which he intends to supply and use for the purpose of the Contract;
- (iii) the possibility of providing plant and equipment at the beginning of the establishment period for relocating indigenous plants from the working site;
- (iv) searching for, dealing with and carrying out alterations to the existing services;
- (v) the quantities that will be carried out and the cash flow resulting from this on a monthly basis;
- (vi) known physical conditions or artificial obstructions;
- (vii) the accommodation and safeguarding of public access and traffic;
- (viii) the design, testing and approval of the concrete mixes, where applicable, and all other imported materials;
- (ix) Co-operation between the Contractor and this Sub Contractor, to ensure each party's activities are accommodated.
- (x) timeously carrying out survey requirements, including the survey of the site, prior to construction commencing,

The following must be stated on the programme:

- (i) The quantity of work applicable for each bar item as well as the rate at which work will be completed.
- (ii) A budget of the value of planned and completed work, month by month for the full contract period.
- (iii) The critical path activities and their dependencies,
- (iv) Work to be undertaken by local contractors (if applicable).
- (v) Works to be undertaken by specialist contractors (if applicable)

- (vi) Training courses.
- (vii) Schedule of plant and resources to be utilised taking the indicative construction sequence into account.
- (viii) intermediate milestones dates to be achieved taking the indicative construction sequences into account.
- (ix) Regular meetings with the engineer,
- (x) Method statements shall be prepared in accordance with the requirements of the project specifications;
- (xi) Key dates in respect of information to be provided by the Engineer or others;

If any change to the critical path occurs, the Contractor shall as soon as practicable notify the engineer in writing.

The Contractor's programme and method statement will not be accepted as the basis for claims for additional compensation without due reference to all relevant associated factors.

General Allowances

- (i) Expected weather conditions and their effects;
- (ii) Known physical conditions including ground stability, working space and groundwater or artificial obstructions (e.g., existing water pipes and road crossings);
- (iii) Searching for, dealing with and carrying out alterations to existing services;
- (iv) The accommodation and safeguarding of public access and traffic;
- (v) The provision and implementation of the health and safety plan in terms of the Construction Regulations, 2014 of the Occupational Health and Safety Act;
- (vi) The acquisition of a Construction work permit in terms of the Construction Regulations;
- (vii) Selective methods of excavation and shoring of trenches;
- (viii) The restricted working widths;
- (ix) The limitation on the length of open trench excavation;
- (x) The Environmental requirements as specified in the Environmental Management specifications.

C3.4.9.3 Delay in Completion

If, during the progress of the works which shall be reviewed monthly should the quantities of work performed per week fall below those shown on the approved Contractor's programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, or the Contractor's progress lags behind the latest accepted programme the Contractor shall, within one week after being notified by the Engineer, the contractor shall organise the works in such a manner that no delays occur and submit a revised programme clearly indicating how he intends to regain lost time to ensure completion of the works within the period defined in term of Clause 5.12 of the Conditions of Contract or any extended time granted The proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the Site, or by using the available labour and plant in a more efficient manner. Claims for additional payment to meet any cost incurred due to such a revised programme will not be accepted nor will they be any time-related payment for these delays. Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in the Conditions of Contract.

C3.4.10 VARIATIONS AND ADDITIONS TO SABS 1200 STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS

INTRODUCTION

In certain clauses the standard, standardised and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract.

Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by PS, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

SABS 1200 A -1986: GENERAL

PSA 2 INTERPRETATIONS

PSA 2.2 Applicable edition of standards

Add at the beginning of the first sentence of Sub-clause 2.2:

"Unless a specific edition is specified (see the List of Applicable Specifications) ..."

PSA 2.3 Definitions

Add the following:

The Engineer shall be **"Given to the Bidder upon Appointment"**

The term "IDT" shall mean **"INDEPENDENT DEVELOPMENT TRUST"**.

GCC: General Conditions of Contract 2015 (3rd Edition)

PSA3 MATERIALS

PSA 3.1 Quality

Where material to be used in this Contract is specified to comply with the requirements of a SABS Standard Specification, and such material is available with the official SABS mark, the material used shall bear the official mark.

The Contractor shall at his own expense without delay, submit in good time, before any construction commences, to the Engineer on-site samples of all materials intended to be incorporated into the works. The samples shall be accompanied by results of tests undertaken by an approved independent laboratory on the samples in question on behalf of the Contractor and at his cost, before consideration by the Engineer.

The Engineer, during construction, will take independent samples from stockpiles of proposed construction materials on-site and from the completed works. Approval will not be granted for samples delivered by the contractor directly to the Engineer's office. The Contractor shall be responsible for the cost of all failures on test samples and control testing.

All pipes, fittings and materials used in the Works, must bear the official standardisation mark of Standards South Africa where applicable. The mark on a pipe shall be visible from above after the pipe is laid.

Rubber articles, including pipe insertion or joint rings, shall be stored in a suitable shed and kept away from sunlight, oil, or grease.

Large items not normally stored in a building shall be neatly stacked or laid out on suitable cleared areas on the Site. Grass or vegetation shall not be allowed to grow long in the storage areas and the material shall be kept free of dust and mud and be protected from stormwater. Pipes shall be handled and stacked in accordance with the manufacturer's recommendations, special care being taken to avoid stacking to excessive heights and placing over hard objects uPVC pipes shall be protected from direct sunlight by suitable covers.

Every precaution shall be taken to keep cement dry and prevent access of moisture to it from the time it leaves the place of manufacture until it is required for use on the Site. Cement is to be used on a first-in/first-out basis. Bags of cement which show any degree of hydration and setting shall be removed from the site of the Works and replaced at the Contractor's own expense. Any cement older than six weeks is to be removed from the site.

Materials shall be handled with proper care at all times. Under no circumstances may materials be dropped from vehicles. Large pipes or large plants shall be lifted or lowered only by means of suitable hoisting equipment.

Where propriety materials are specified, it is to indicate the quality or type of materials or articles required, and where the terms "or other approved" or "or approved equivalent" are used in connection with proprietary materials or articles, the Contractor is to supply with their tender the name of the manufacturer and supporting documentation that shows that the materials or articles comply with the relevant specifications. It is understood that the approval shall be at the sole discretion of the Client and the Engineer.

Irrespective of any approval granted/used by the Engineer or the Employer, the Contractor shall be deemed responsible for all material quality used for construction and their specified performance.

Add the following new subclause:

PSA 3.3 Ordering of Materials

The quantities set out in the Schedule of Quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The liability shall rest entirely and solely with the Contractor to determine before ordering, the required types and quantities of the various materials required for the completion of the Works in accordance with the Specifications and the Drawings issued to the Contractor for construction purposes.

Any reliance placed by the Contractor on the estimated quantities stated in the Schedule of Quantities issued for tendering purposes, or measurements made by the Contractor from the Drawings issued for tendering purposes, shall be entirely at the Contractor's risk and the Employer accepts no liability whatever in respect of materials ordered by the Contractor on the basis of Tender Documents.

PSA 4 PLANT

PSA 4.2 Contractor's Offices, Storage and Services

Add the following

"No housing facilities are available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

Any temporary buildings erected by the Contractor or site offices, accommodation, stores, workshops, and ablutions erected on the site must all be to size and at locations approved by the Employer.

The Contractor is responsible for all security of the Camp Site at his own cost".

The suitable first aid services required in terms of Sub-clause 4.2 of SANS 1200 A shall include, inter alia, a First Aid cabinet fully equipped and maintained with at least the minimum contents as listed in Regulation 3 of the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), to deal with accidents and ailments which are likely to occur during the construction period.

PSA 5 CONSTRUCTION

PSA 5.1 Survey

PSA 5.1.1 Setting Out of the Works

Add the following to this clause:

The Contractor is responsible for placing and maintaining survey control pegs to be used in setting out the Works.

The Contractor shall be fully responsible for the setting out of the works, and where labour-intensive work is specified, for the setting out of the daily construction tasks.

A full schedule of control beacons will be issued to the successful tenderer prior to the start of the Contract giving X, Y and Z co-ordinates. These control beacons are to be used by the Contractor for all survey requirements.

The Contractor, within two (2) weeks after the site has been handed over to him, is to ascertain the correctness of all pegs and benchmarks. Any discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies which had not been reported to the Engineer, within the aforementioned period, shall be the sole responsibility of the Contractor.

Add the following new Sub-clause:

PSA 5.1 As-Built Data

The Tenderer shall note the Lump Sum items covering the submission of as-built data.

The Contractor shall supply the Engineer with:

- a) Co-ordinates and final levels in 10m grid intervals, invert levels, top and bottom edges of all the infrastructure constructed,
- b) A list of surveyed invert and cover levels and co-ordinates of all drains, headwalls, manholes and existing services constructed or modified during the course of the Contract,
- c) Co-ordinates of subsoil drainage lines, water pipelines and leachate pipelines,
- d) Co-ordinates any electricity cables constructed or modified during the course of the Contract,
- e) All pipe and culvert **sizes** and invert levels constructed or modifies during the course of the Contract.

The Practical Completion Certificate shall not be issued unless the above information has been forwarded to the Engineer.

PSA 5.2 Accommodation of Traffic

The Contractor shall strictly comply with the following specifications:

- The Contractors' working hours are to be between 07:30 to 17:00 Monday to Friday, excluding public holidays.
- The Contractor shall erect adequate traffic signs that conform to the requirements of the S.A. Road Traffic Signs Manual, and maintain and keep them in good order.
- Temporary traffic signs shall be erected when work is being done within and adjacent to the works. The number and layout of the traffic signs shall comply with the approved "Accommodation of Traffic Safety Plan" as prepared by the Contractor. Traffic signs shall have a yellow background with either a red or black border.

The Contractor shall take the necessary care at all times in all his operations and use of his equipment to protect the public and to facilitate the movement of traffic - Clause 5.1 SABS 1200D has reference.

PSA 5.4 Protection of Overhead and Underground Services

Add the following to this clause;

The Contractor is to ensure at the start of the Contract that all known services are checked to ascertain whether they interfere with the construction of the Works. If obstructions are found, the Engineer is to be notified timeously in writing so that adequate steps can be taken to effect the relocation of the obstructions. No claims for delays will be entertained unless, in the opinion of the Engineer, the Contractor has taken reasonable steps timeously to have the obstruction relocated.

Before the construction of the Works, or any phase of the Works, the Contractor shall contact all relevant parties to establish the existence of existing services on site. The Contractor shall be responsible for obtaining permission to proceed. No claims shall be lodged by the Contractor for delays in obtaining these permissions.

PSA 5.5 Dealing With Water

The Contractor shall be responsible for the management and disposal of all surface, subsurface and stormwater on site in a way that construction can proceed with minimum risk and at no time shall overland flow be blocked.

It is essential that all works, completed works or part thereof are kept dry and properly drained, to this end the Contractor shall divert flow around the workings area(s) if necessary. The contractor shall apply suitable, effective drainage and dewatering methods for preventing ingress of water into excavations and to ensure the safety of works against damage by surface, sub surface, stormwater and floods. Claims for delays and for repairs of damage caused to the works as a result of the contractor's failure to properly manage the surface, sub surface and flooding will not be considered.

Drainage measures, with the exception of pumping shall be maintained until the works have been completed, between various construction stages, pumping may be interrupted in consultation with the Engineer. Any drainage or pumping of water shall be done in a manner as will preclude the concrete or materials or any part thereof from being carried away.

Allowance for measurement and payment for dewatering and keeping dry all works shall be included in the excavation works specification PSDM 8.3.4 (cut to fill, borrow to fill) and PSDM 8.3.7 (cut to spoil or stockpile from).

PSA 5.7 Safety

Add the following:

"The Contractor will refer to Part C4.3.7 and Specifications, for the OHSA 1993 Safety Specification."

and:

"The Contractor shall provide security watchmen and all measures necessary to secure the works for the contract as he deems fit. The cost thereof will be deemed to be included in the relevant rates tendered. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

Add the following new Sub-clause:

PSA 5.9 Site Diary

A site diary in triplicate format, which shall be supplied by the Contractor must be filled in on a daily basis and submitted to the Engineer on a daily basis. No claims will be considered without the site diary's schedules properly completed (on a daily basis) and submitted.

PSA 5.10 Site Meetings

The Contractor will be required to attend regular site meetings, which shall normally be held once a fortnight on dates and at times determined by the Engineer, but in any case, whenever reasonably required by the Engineer. Unless otherwise indicated in the Contract or instructed by the Engineer, such meetings shall be held at the Contractor's offices on the Site. At such fortnight meetings, matters such as general progress on the Works, quality of work, problems, claims, payments, safety etc, shall be discussed, but not matters concerning the day-to-day running of the Contract.

PSA 5.11 Time-Related Items

Where an extension of time is approved no payment shall be claimed against time-related items unless approved by the engineer. The extension of time may only refer to the relief of penalties.

PSA 5.12 Existing Services

The tendered rate shall further cover the cost of backfilling the excavation with "trench fill" as indicated on detail drawings, keeping the excavation safe and taking care that the services are not damaged in any way. The rate shall include all negotiations with the authorities, notification to all affected parties and any other requirement to protect and complete the work. No additional direct payment will be made for the protection of such services.

PSA 5.13 Record Drawing Information

As the Works are progressing, the Contractor shall mark on a special set of drawings, all as built details and submit them to the Engineer for approval on a monthly basis. No extra payment shall be made for preparation of these as-built plans. All stormwater drains, manholes, culverts, stormwater pipes, subsoil drains and the like shall be co-ordinated together with their invert and cover/ground levels on the as-built drawings. The Certificate

of Completion shall only be issued once all the as-built information has been received and verified by the Engineer.

PSA 5.14 Record Drawing Information

The Contractor shall obtain, from the Employer being affected by the Works, a certificate to the effect that the Employer is satisfied with the standard of reinstatement of any fences, boundary walls or structures, compensation paid for loss or damage to stock, crops or property, material spoiled on their properties or any other condition affecting their properties as a result of the operations of the Contractor. The Contractor shall further obtain a Clearance Certificate from each and any authority whose services have been affected or installed during the construction of the works. All such certificates must be lodged with the Engineer before the Certificate of Completion will be issued.

PSA 5.15 Community Liaison Officer

A provisional sum is included to allow for the salary of a person working full time as the Community Liaison Officer for the duration of the construction on this Contract. The sum does not include for costs such as transport, office space, communication and any other requirement necessary. The Contractor shall ensure that the salary and other expenses such as payment to the Community Liaison Officer members are paid timeously in accordance with the payment dates of his own staff. A separate item for overheads, charges and profit on the above item is applicable.

PSA 6 TOLERANCE

PSA 6.1 Degrees of Accuracy

The contractor shall construct each of the various parts of the work to a degree II accuracy except where otherwise specified

PSA 7 TESTING

PSA 7.1 Testing Principles

Add the following

Every completed work Process operation / Activity on a section of the stormwater drain as described in the Product/Process Inspection & Test Plan (ITP) shall be subject to check testing by the Contractor. Once the Contractor is satisfied with the standard of the construction, the Engineer will be requested to perform acceptance

testing for the particular section. When giving notice, the Contractor shall provide the Engineer with the results of the check testing indicating that the work is to specification. The Engineer shall be given 48 hours noticed of when testing or inspections are required.

The Engineer may from time to time carry out his own check tests on the work performed by the Contractor. Should such check tests show that the Contractor's control testing be such that the quality of the Contractor's work can be called into question, then the Engineer may order further check tests to be carried out on work already completed. All costs associated with such check tests shall be for the Contractor's account, as also the costs of any other check test whose results to not comply with the specification.

Failure by the Contractor to notify the Engineer or to provide the required information or, where specified, to perform the required test, will be grounds to exempt the Employer from payment for the associated work and for all subsequent work which would be affected by the failure of the Work to be tested.

The Engineer will be under no obligation to the Contractor to perform the tests. If the Engineer elects not to perform a particular test after notification by the Contractor, the Contractor will be issued with a written instruction to proceed with the relevant works without the acceptance test being performed.

Nothing contained in this clause will relieve the Contractor of any responsibilities under the specification or in any way limit the tests, which the Engineer may call for or perform in terms of the specification.

Add the following new Subclause:

PSA 7.5 Acceptance Control Testing

A laboratory will not be required on site for the Engineer's use and all acceptance control testing shall be done through a commercial laboratory. The Contractor shall provide his own testing laboratory which shall be capable of carrying out all necessary testing for process control. The Contractor's laboratory shall be subject to the Engineer's approval. The Engineer shall be given free access to the results of the testing carried out by the laboratory.

The cost of acceptance control testing carried out by the Engineer will not be for the

Contractor's account and will be paid for under the Prime Cost Sum allowed for the Schedule of Quantities, unless the tests reveal that the material is not in accordance with the Specifications. In which case, the costs of such test shall be borne by the Contractor.

Acceptance control testing will only be carried out on the written instruction of the Engineer.

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.1 Measurement

Add the following new Sub subclause:

PSA 8.1.3 Security

The Tenderer must make allowance for the provision of security for his personnel, plant and equipment on the site or work points at his own cost. The cost of security is deemed to be included in Section 1: Preliminary and General.

PSA 8.4.2.2 Facilities for the Contractor

Add the following to this clause:

Facilities for the Contractor shall include all the costs of providing water for construction. The Contractor shall apply to the relevant Water Service Provider or Employer for water and sanitation connections. All costs attached thereto shall be to the Contractor's account.

PSA 8.5 Sums stated Provisionally by the Engineer

Amend the penultimate sentence of Subclause 8.5 to read:

"The percentage rate shall cover the Contractor's overheads, charges and profit on the work covered by the sums provisionally stated. Payment will be made on the basis of the sums actually paid for such work".

PSA 8.5 a) Employment of a Community Liaison Officer and Social Facilitator

A Community Liaison Officer (CLO) and Social Facilitator (SF) must be employed after

consultation with the Ward Councillor by the Contractor for the duration of the Contract. The CLO will be selected from within the local community. Remuneration of the CLO will be determined by the Engineer after consultation with the Employer and this salary will be paid by the Contractor.

The CLO will become the entire responsibility of the Contractor as part of his normal workforce. The CLO will be appointed immediately before work commences, while the SF will be appointed as and when required.

PSA 8.6 Prime Cost Items

Amend the penultimate sentence of Subclause 8.6 to read:

"The percentage rate for (b) shall cover the Contractor's overheads, charges for taking delivery and profit on the supply of materials or goods covered by the sums stated in (a) above. Payment will be made on the basis of the sums actually paid for such materials or goods and work, exclusive of VAT." Subject to approval by the engineer upon provision of three quotations before any work or purchases are undertaken

PSA 8.7 Dayworks

All daywork rates are inclusive of supervision and all overheads. Daywork rates will apply irrespective of the conditions contained in the Contract.

PSA 8.8 Temporary Works

Add the following to this clause:

No separate payment will be made for the cost of maintaining the temporary access roads, the removal of the roads and the reinstatement of the areas, on completion. These costs are deemed to be inclusive in the applicable rates and will not be paid for separately.

PSA 8.8.2 Accommodation of Traffic

The tendered rate shall include traffic accommodation as described in PSA 5.2 of this Document.

No separate item shall be allowed in the Schedule of Quantities for the accommodation of the contractor's traffic. The Contractor's movement of construction activities is mainly between the site camp and the construction site. In the event that the Contractor needs to cross any existing service or municipal road, he will ensure that he takes all necessary precautions for safety which will be deemed included in his rates.

Add the following new payment items:

PSA 8.9 Topographical Survey Prior to construction commencement

The unit of measurement shall be the **Lump Sum** (sum).

The tendered rate shall include supplying the engineer with a survey of all the work areas in electronic format in an acceptable ASCII, csv, .xml and DWG file (showing contours, break lines, and existing services) type. The contractor shall allow the engineer two weeks from receipt of the survey to recalculate quantities and remodel for any of the new services infrastructure where applicable.

PSA 8.10 As-Built Drawings

The unit of measurement shall be the **Lump Sum** (Sum).

The tendered rate shall include supplying the Engineer with "as built" surveys of the Works in marked-up drawings, survey data in electronic format and schedules as described in PSA 5.1.3 of this Document. The survey is to include the X, Y and Z co ordinates in an approved format.

SABS 1200 AB - 1986: ENGINEER'S OFFICE

PSAB 3 MATERIALS

PSAB 3.1 Nameboards

Add the following:

One project name board shall be erected within one month of the commencement of construction and shall be placed where ordered by the Engineer. Any damage to this board shall be repaired within 14 days of a written instruction received from the Engineer. For details of the board refer to the Standard Drawings contained in this document. Erection of the project name board that comply with the drawing(s) provided are required in the area of the Works, at a position approved by the Engineer, who may at any time order their removal if any objections are received. The board shall be manufactured from materials specified in Clause 3.1 of SANS 1200 AB but shall conform in the painting, decorating and detail with the recommendations to the drawing attached. All name boards shall be removed 14 days prior to the date of the Final Approval Certificate.

PSAB5 CONSTRUCTION

Add the following clauses:

PSAB5.5 SURVEY EQUIPMENT

The Contractor shall upon request provide the following survey equipment on the Site from commencement to the completion of the Works.

- 1 upright reading automatic level with tripod;
- 1 metric levelling staff with protective cover bag;
- ranging rods;
- 1 x 100-meter Stilton tape measure and measuring wheel;
- Wooden and steel pegs and hammers as required.

The equipment shall be provided for the exclusive use of the Engineer. The Contractor shall keep the equipment continuously insured against any loss, damage, or breakage, and he shall indemnify the Engineer and the Employer against any claims in this regard. The Contractor shall also maintain the equipment in good working order throughout the Contract period.

The following additional equipment/services may be required from time to time by the Engineer and shall be supplied by the Contractor when required. The equipment/service may be shared with the Engineer.

- Two chainmen to assist with levelling and surveying.

PSAB 5.6 Site Instruction books

The Contractor shall supply a triplicate book for site correspondence and inspection requests to the Engineer. Reasonable notice shall be allowed prior to inspections. All inspection requests and approval/disapproval thereof shall be recorded by the Site staff in writing. All requests must be signed and dated by the Engineer before implementation.

The Contractor must ensure that a suitable site quality record system is put in place subject to approval by the Engineer to record that each section, or work item, complies with the relative works specification. Failure to update or provide sufficient records may result of a 10% interim payment reduction being withheld.

PSAB 8 MEASUREMENT AND PAYMENT

PSAB 8.2 Payment

PSAB 8.2.3 Survey Equipment

Payment for compliance with Clause PSAB 5.6 on the following basis:

Payment will be made for the supply of the equipment specified in clause PSAB 5.5 under the fixed P&G rate on verification by the Engineer that the equipment specified is on site. Should any of this equipment be removed from the site during the course of the contract then any payments made for the supply of this equipment will be reversed out of the next interim certificate.

Payment will be made for maintaining the above equipment in a suitable condition under the time-related P&G rate.

SABS 1200C -1980: SITE CLEARANCE PSC 3 MATERIALS

PSC 3.1 Disposal of Materials

Add the following:

Unless otherwise ordered by the Engineer, the Contractor shall dispose of material resulting from clearing and demolition operations at a site to be determined by the Contractor. Such a site shall have the approval of the Engineer. Payment for the clearing, loading, transport, dumping fees and any other requirement or costs incurred shall be included in the rate submitted. Material shall be dumped in an organised manner and worked off to the satisfaction of the Engineer.

PSC 5 CONSTRUCTION

PSC 5.6 Conservation of topsoil

Add the following:

Topsoil shall be removed and conserved as directed by the Engineer, until required for reuse the stockpile of topsoil material shall be managed so that it is not lost through weather elements and shall be stabilized by watering or other approved means to limit dust pollution.

PSC 8 MEASUREMENT AND PAYMENT

PSC 8.1 Basic Principles

All items shall include for removal of cleared material to a designated stockpile or spoil site within the site at a location approved by the Engineer. Should the Contractor wish to use any other area for the disposal of soil, rubble, vegetation etc., its use shall be subject to the approval of the Engineer.

If vegetated areas are removed under topsoil stripping, cut to fill, or cut to spoil, etc., no payment will be made for clearing and grubbing.

PSC 8.2 Scheduled Items

PSC 8.2.1 Clear and Grub

The rate tender for clearing and grubbing shall cover the cost of disposal of the material at a designated area on the site, subject to approval by the engineer.

The tendered rate shall also include the clearing and removal of all boulders greater than 0,15m³ and of size up to 1,0m³, all large trees and tree stumps of girth greater than 1,0m.

PSC 8.2.11 Cleaning out of Hydraulic

Structures.....Unit: m³

The tendered rate shall cover the provision of all labour and equipment necessary to desilt and clean out all existing culvert road crossings and removal of damaged hydraulic structures as directed by the engineer.

The rate shall also include removing, loading, transportation and disposal of the removed and desilted material as required and directed by the Engineer.

SABS 1200 DB -1989: EARTHWORKS (PIPE TRENCHES)

PSDB 1 SCOPE

This section of the specifications shall be extended to include for all earthworks for all trenches and all temporary earthworks for trenches.

PSDB3 MATERIALS

PSD 3.1 Classes of Excavation

Replace Sub-clauses 3.1.2 (a), (b) and (c) with the following:

All material encountered in any excavations for any purpose including restricted excavations Irrespective of Classes of excavation stated in the SABS Specifications, all excavated material shall be classified as either hard or soft excavation.

The classification of excavation shall be as follows:

- (i) Hard excavation shall be classified as excavation in material which cannot be removed and loaded by a normal constructional plant without first drilling and blasting.
- (ii) Soft excavation shall be classified as per Subclause 3.1.2(a) and (b) of Clause 3 of SABS 1200 D.
- (iii) Excavation in hard rock will require blasting or rock splitting. Areas, where rock splitting is required, will be indicated on-site by the Engineer.

Extra-over payment will be made for hard rock excavation class A and B provided the surface levels of the hard rock have been recorded on drawings signed by the Engineer before it is excavated.

Other earthworks

Non-plastic sandy material from excavations shall be used in the following order:

- (i) As selected granular material for pipe bedding.
- (ii) As blanket and backfill to pipe trenches.
- (iii) As backfill to structures.

(iv) As spoil stockpiled in selected areas indicated by the Engineer.

The Contractor shall employ selective methods of excavation to obtain topsoil, and material suitable for backfill, embankments, pipe bedding and selected granular material.

PSDB 3.7 Selection

Replace the words "if he so wishes" in the first line of the second paragraph with the words "at his own cost".

Add the following to this Sub-clause:

Notwithstanding Subclause 3.7, in terms of which the Contractor has a choice regarding methods of selection, the Contractor is required to use selective methods of excavation. The Contractor shall selectively remove and keep separate the sandy material from unsuitable material and place it adjacent to the trench for reuse as backfill, selected fill, selected granular material or for other use as ordered by the Engineer.

Material which, in terms of Subclause 6.2 of SANS 1200 D or Subclause 6.1 of SANS 1200 LB, is too wet for immediate use in the trench (but which is otherwise suitable) will not be regarded as "unsuitable" material and, if so, ordered by the Engineer, the Contractor shall spread such material in a suitable area until it has dried sufficiently for later use. Should the material which is replaced in the trench become too wet again, due to the fact that the Contractor made insufficient provision for the handling and removal of groundwater in accordance with Subclause 5.5 of SANS 1200 A, the Contractor shall replace the material at his own cost with material which is, in the opinion of the Engineer, suitable.

When preparing his programme and construction methods, the Contractor shall make allowance for selective excavation and the handling and drying out of material which is too wet for immediate use.

Unless otherwise ordered by the Engineer, all excavated material from pipe trenches shall be kept within the pipeline's reserve/ route. The toe of the bank of excavated material shall be trimmed well back from the edge of the trench so as to leave a minimum 0.6 m clearance between the toe of the bank and the edge of the trench. The Contractor shall keep this strip clear of excavated material at all times.

The Contractor shall take steps to avoid burying or contaminating topsoil which shall be set aside for replacing, as far as practical, on the surface from which it was excavated.

PSDB 5 CONSTRUCTION

PSDB 5.1.2 Stormwater, seepage, and dewatering excavations

PSDB 5.1.2.1 throughout the works.

Add the following to this Sub-clause:

In addition to the Contractor's responsibilities for dealing with water, the Engineer may order the Contractor to place a crushed stone bedding layer (minimum thickness 150 mm) on the trench bottom. Should the trench bottom conditions remain unstable due to the nature of the soil and the degree of saturation, the Engineer may order the Contractor to install a filter fabric on the trench bottom prior to the provision of the stone layer. Should the material in the trench bottom or the bedding material be of such a nature that it can penetrate the stone layer, the Engineer may instruct the Contractor to enclose the stone layer completely within a geotextile filter blanket which shall comply with the requirements below and shall have overlaps of at least 200mm.

The Contractor will only be paid by providing and laying the stone bedding layer and filter fabric after receipt of a written order to do so from the Engineer.

Stone bedding in water-logged conditions:

Where the use of a layer of crushed stone in the trench bottom has been authorized by the

Engineer, it will be measured by volume calculated according to length multiplied by the minimum base width and specified thickness. The tendered rate shall cover the cost of preparation of the trench bottom to accommodate the layer of stone, the supply and placing of the layer of stone over at least the specified width and all related activities in order to produce a stable platform.

Add the following to this Sub-clause:

PSDB.5.1.5 T r e n c h Excavations

The precautions for excavations as specified in Clause 5.1.1 of Section 1200D shall apply to all trench excavations.

The Contractor shall take all the steps necessary to ensure that no person is required or allowed to work in a trench or any other unsupported overhanging excavation which is more than 1,5m deep, and any excavation which has not been adequately supported, shored, or braced if there is any danger whatsoever of the sides of the excavation collapsing. The support, shoring or bracing to be designed and constructed by the Contractor, shall be strong and sturdy enough to support the sides of the excavation in question.

PSDB 5.2 Minimum base width specified

Excavations for all drains and foundations shall be excavated to the dimensions as shown on the drawings. Payment will be made based on the width shown on the drawings.

PSDB 5.4 Excavation

Add the following:

For pipes constructed in fill areas, the fill must be placed to attain a minimum of 600mm above the crown of the pipe unless indicated otherwise on the drawings, before excavating the trench to the specified width. In such instances, payment for excavation shall be calculated from this level.

Where selected layers are specified above the pipe, the excavation shall be measured from the bottom of the selected layer or from 600mm above the crown whichever is the lesser. Excavation for manholes and other structures shall be included with an allowance of 600mm around the structure to provide working space. For subsoil pipes the excavation depth shall be the full depth as shown the drawings or as directed by the engineer.

PSDB 5.5 Trench Bottom

Add the following to this Clause:

Where the Contractor's method of working results in quagmire conditions in the trench

bottom, the Contractor shall excavate and stabilize the trench at his own cost to the approval of the Engineer.

PSDB 5.6.3 Disposal of soft excavation material

Delete the contents of Clause 5.6.3 and replace with the following:

All surplus material and unsuitable material not required for backfilling shall be disposed of at suitable sites to be located by the Contractor. All such sites shall require the approval of the Engineer and the Local Authority. No additional payment will be made for the transportation of such material.

Dumping shall proceed in an orderly manner with coarse material placed at the bottom and covered with finer material, where possible. Upon completion of dumping the material shall be shaped to provide free-draining surfaces and slopes and finished off to the satisfaction of the Engineer. Also see clause PSC3.1.

PSDB 5.6.6 Completion of backfilling

Add the following to this Subclause:

The contractor shall bring on to the site sufficient resources for pipe laying so that trenches do not remain open for longer than one week ahead or behind the pipe laying team.

PSDB 5.6.8 Transport for Earthworks

Add the following to this Subclause:

Notwithstanding the contents of clause 5.6.8, the transport of all earthworks, whether for imported or excavated material from site, shall be included in the tendered rates for the scheduled items, and no payment will be made for overhaul.

PSDB7 TESTING

PSDB 1.1 *Add the following to this Subclause:*

The frequency of testing compacted backfill material shall be as follows:

- (i) Pipe Bedding: one (1) test per 50m length of trench
- (ii) Normal backfilling: one (1) test on every second layer per 50m length of trench

- (iii) Areas subject to vehicle loads: one (1) test on every layer of 150mm thick at each crossing.

PSDB8 MEASUREMENT AND PAYMENT

PSDB 8.1 Basic Principles

PSDB 8.1.4 Overhaul

There will be no overhaul measured in this contract. All haulage (including that from commercial sources) shall be considered free haul.

PSDB 8.3 Scheduled Items

PSDB 8.3.2 Excavation

Clause 8.3.2 a) should now read:

- a) **"Excavate in all materials for trenches, backfill, compact and stockpile of surplus material."**

All soft surplus material from trench excavations will be stockpiled on site as directed by the engineer.

In addition to the requirements of Subclause 8.3.2, the tendered rate for excavation shall also include for trimming the excavations and for compacting the base of the trenches to 93% mod AASHTO maximum density to a depth of 150mm.

Tenderers are to note that in all cases the compaction of the trench backfill shall be to 93% mod AASHTO density with the backfill layers not exceeding 150mm in thickness. The tendered rate for excavation and backfilling in all materials shall include for the increased compaction of the trench bottom excavations and backfill to 93% mod AASHTO density.

Add the following Payment Clauses:

PSDB 8.3.8 Crushed stone bedding layer and geo fabric blanket.....Unit: m³

Where the use of a layer of crushed stone in the trench bottom has been authorized by the Engineer, it will be measured by volume calculated according to the length

multiplied by the specified thickness and specified minimum base width.

The rate shall cover the cost of all additional excavation and preparation of the trench bottom to accommodate the layer of stone, the removal of unsuitable material, the supply and placing of a layer of stone of at least the specified thickness over at least the specified width and all related activities in order to produce a stable platform.

Where the Engineer has authorized the use of a geotextile filter blanket, this will be measured by area as indicated on the drawings. The rate shall include the cost of supply, placing and losses as a result of overlaps and over-excavated trench widths.

PSDB 8.3.9 Temporary stockpiling of wet material from trench excavations.....Unit: m³

The excavation and stockpiling of material which is too wet will be measured by the volume, based on the specified trench width, depth, and length, which the Engineer orders to be removed in terms of PSDB 3.7, as amended.

The rate shall cover the cost of all operations required to handle, transport to a suitable site, and spread to allow the material to dry sufficiently, as well as any costs for disruptions, delays and associated overhead costs resulting from drying out the material.

SABS 1200 DM-1981: EARTHWORKS (Roads, Subgrade)

PSDM 2 INTERPRETATIONS

PSDM 2.3 Definitions and Abbreviations

Notwithstanding the definition of roadbed given under Clause 2.2 of SABS 1200 M, all in-situ surfaces requiring compaction as indicated on the drawings shall be classified as roadbed.

PSDM3 MATERIALS

PSDM 3.1 Classification for Excavation Purposes

Replace clause 3.1 with the following:

The Contractor may use any method he chooses to excavate any class of material but the chosen method of excavation shall not determine the classification of the excavation.

Classification of material other than soft shall be agreed upon prior to excavation commencing. The Contractor shall immediately inform the Engineer if and when the nature of the material being excavated changes to such an extent that a new Classification is warranted. Failure on the part of the Contractor to notify the Engineer timeously shall entitle the Engineer to classify the excavated material at his discretion.

Notwithstanding the provisions of this subclause no distinction will be made between soft and intermediate excavation. All excavation, other than in hard rock excavation, shall for measurement and payment purposes be classified as soft excavation.

All materials encountered in any excavation for any purpose including restricted excavation will be classified as follows:

(i) Soft excavation

Any material which can be removed by bulldozers or backhoes, shall be classified as soft excavation. Soft excavation shall be material not falling into the category of hard rock excavation

(ii) Hard rock excavation

Hard rock excavation shall be excavation in material (including undecomposed boulders) that cannot be efficiently removed without blasting, wedging, and splitting, or hydraulic hammers.

This classification includes materials such as:

- solid unfractured rock occurring in bulk
- solid ledges thicker than 200mm
- igneous rock intrusions
- Cemented sedimentary rocks.

Extra-over payment will be made for hard rock excavation and boulder excavation class A and B provided the surface levels of the hard rock have been recorded on drawings signed by the Engineer before it is excavated.

PSDM 3.2 Classification for Placing Purposes

PSDM 3.2.1 General

- (a) The nomenclature used for the classification of the various material types to be

used in the designed pavement layers is that defined in the NITRR documents TRH 4 and TRH 14.

- (b) Where G or C class materials are called for in these Project Specifications, the material shall conform in all respects to the requirements of G or C class materials as described in TRH 14 in preference to the material properties given in Subclause 3.2.3.

PSDM 3.2.3 Selected Layer

Add the following:

The Contractor shall obtain selected subgrade material from a designated borrow area or a source of his own choice subject to approval by the engineer.

The unit rate tendered shall include all procurement-related costs, including haulage. The material quality shall comply with that of a G5 quality material which conforms in all respects to the requirements as described in the NITRR documents TRH 4 and TRH 14 and shall be compacted in 150mm thick layers at OMC to a density of at least 93% of Mod AASHTO.

PSDM 3.3 SELECTION

Add the following Selection Clause:

***PSDM 3.3.4 Material Selection**

The Contractor shall deal selectively with materials from all excavations to ensure that no acceptable backfill or bedding material is contaminated by material unfit for use. No additional payment shall be made in this regard and all costs related to the above selection process shall be included in the applicable payment items. Should useful material be contaminated to such an extent that it is regarded as unfit for use the Contractor shall at his own cost dispose of this material and replace it with material of an equivalent standard to the acceptable in situ material.

PSDM5 CONSTRUCTION

PSDM 5.1.1 Safety, Existing Services, Stormwater, etc. and Nuisance

Add the following paragraph

The Contractor shall, where applicable and at the earliest practicable opportunity, install the permanent drainage specified or shown on the Drawings and shall at his own cost provide the temporary drainage required to carry out and protect the Works.

PSDM 5.2 Methods and Procedures

PSDM 5.2.1 Stripping of Site

The topsoil to be stripped shall be stripped together with the grass and grassroots (and small shrubs), and stockpiled as directed by the Engineer

PSDM 5.2.2 Cut and Borrow

PSDM 5.2.2.2 Dimensions of Cuts

In addition

- (i) Overbreak and working spaces shall be over-excavated and backfilled at the Contractor's expense and shall not be measured.
- (ii) The minimum depth of blasting shall be 750mm and where depths of less than 750mm are required to form the stormwater drains slope surfaces, the Contractor shall allow for the extra depth of blasting. This extra volume will not be measured nor paid for and the Contractor shall backfill the over excavation at his expense.

PSDM 5.2.2.4 Temporary stockpiling of materials

Add the following paragraph:

The Contractor shall program the works in such a manner that suitable excavated material from site or imported from a commercial source, shall be placed directly in the appropriate position in fill to ensure that temporary stockpiling is not needed. No payment shall be made for the temporary stockpiling of material where such material is to be used for backfilling.

PSDM 5.2.3 Treatment of Roadbed

PSDM 5.2.3.3 Treatment of Roadbed

(a) Preparation and compaction of road bed

Substitute the first paragraph of DM 5.2.3.3(a) with the following:

The roadbed shall be scarified to a depth of 150 mm, watered, shaped, and compacted to 93 % of AASHTO density, except where otherwise ordered by the Engineer. Where the existing subgrade material does not conform to the GB specifications (CBR>15) as per the TRH 20, the Contractor is to notify the Engineer and request approval for the inclusion of a selected sub-grade layer. In this case, the box floor shall be lowered by an additional 300mm, levelled, and compacted to 93% Mod AASHTO.

PSDM 5.2.4 Fill

PSDM 5.2.4.1 Preparation

- a) Before any fill commences, the existing surface shall be surveyed, the existing ground line checked against the design grade and cross section and measured for cut and or fill quantities. The Engineer may then revise the design lines to suite the ground shape. Erosion gullies shall first be filled and, following normal practice, the top of 150mm shall be scarified and recompacted to 93% Mod AASHTO maximum density.

PSDM 5.2.4.2 Placing and Compaction

Replace Clause (g) with the following:

- g) With the exception of sand and rock fill, the material used as fill at structures shall be compacted in 150mm thick layers at OMC to a density of 93% of modified AASHTO maximum density.

PSDM 5.2.4.3 Finishing

Replace Clause (e) with the following:

e) Top Soiling

The Contractor shall obtain top soil material from stockpile or a source of his own choice and where scheduled 100mm thick layer of topsoil shall be placed as directed by engineer on site on level and slightly graded area and shall be lightly compacted and trimmed.

The unit rate tendered shall include all procurement related costs, including haulage, placing, levelling and light compaction.

Replace the heading of Sub Clause 5.2.4.3 (f) and add the following Sub Clauses

PSDM 5.2.8 Transport for Earthworks

PSDM 5.2.8.1 Free haul

Replace Clause 5.2.8.1 with the following:

All movement of cut to fill and cut and spoil material and importing material from commercial sources shall be regarded as free haul. In addition, all movement of topsoil, overburden soil or any other material within the boundary of the site or to a spoil site selected by the Contractor shall be regarded as free haul.

PSDM 5.2.8.2 Overhaul

There will be no overhaul measured in this contract. All haulage (including that from commercial sources) shall be considered free haul. The cost of haulage shall be deemed to be covered by other rates in the Bill of Quantities.

Add the following Construction Clause:

PSDM 7 TESTING

PSDM 7.1 General

Further to the requirements of Clause 7.2, the following shall apply

The Contractor shall arrange with the approved independent SANAS accredited laboratory

engaged by the Contractor in terms of subclause PS 5.4, to carry out sufficient tests on a regular basis as agreed between it and the *Engineer* to determine whether the degree of compaction, and, where applicable, the quality of materials used, comply with the Specifications, and shall submit the results of these tests to the *Engineer* in a form approved by him.

PSDM 7.2 Process Control

Further to the requirement of Clause 7.2, the following shall apply

field relative compaction shall be taken at the discretion of the Engineer.

PSDM 7.3.2 Routine Inspection Testing

Replace the contents of this sub-clause with the following:

No density shall be less than the specified minimum density for the relevant layer. The cost of all routine testing done by the Engineer, and of which the results do not comply with the specified minimum requirement for the material, shall be borne by the Contractor and will be subtracted from the monthly payment certificates.

PSDM 8 MEASUREMENT AND PAYMENT

PSDM 8.1 Basic Principles

Further to the requirements of Clause 8.1, the following shall apply:

a) **Bulking and Shrinkage**

For measurement and payment purposes, no allowances will be made for bulking or shrinkage and it shall be assumed that 1 cubic metre of excavated material from the site shall form 1 cubic metre of compacted fill. In the event of there being surplus material encountered on site due to bulking, the Tenderer shall allow in the relevant rates for the material to be spoiled.

Similarly, should the material shrink, the Tenderer shall allow for the importation of material.

b) **Volumes**

Where volumetric measurement for all earthworks is required, the volume will be computed from the topographical survey and DTM modelling only.

c) **Restricted Work**

No extra or separate payment will be made for work considered to be of a restricted nature. These costs shall be deemed to be covered by other rates in the Schedule of Quantities.

d) **Stockpiling of material**

The Tenderer must note that it may be necessary to stockpile some of the excavated material before the fill areas become available. Allowance for any costs incurred in the stockpiling as described in Clause 8.3.11 must be made in the cut to fill/spoil / stockpiling rates as items have not been included in the Schedule of Quantities to cover stockpile handling.

PSDM 8.3 SCHEDULED ITEMS

PSDM 8.3.2 Removal of topsoil to stockpile

Topsoil shall be carefully stripped and stockpiled as directed by the Engineer, generally with the grass, roots etc. The depths and locations of stripping shall be determined by the Engineer on site.

PSDM 8.3.3 Treatment of Roadbed

The Bid rate shall also include all restricted work where appropriate.

PSDM 8.3.4 Cut to fill, borrow to fill

Replace the contents of this sub-clause with the following

- (a) Cut to fill compacted to 93% of modified AASHTO maximum density.....Unit: m³

The rate tendered shall cover the cost of excavating from the site as if in soft material, temporary stockpiling if necessary, transporting, preparing, processing, shaping, watering, mixing, compacting in 150mm thick layers to the percentage of modified AASHTO maximum density specified, trimming to the required tolerance, and testing the fill.

- (b) Borrow to fill from commercial or off-site sources located by the Contractor compacted to 93 % of modified A A S H T O maximum density.....Unit: m³

The rate tendered shall cover the cost of acquiring the material from commercial or off-site sources located by the Contractor subject to the approval of the Engineer, any excavation and selection required, loading, transporting to the point of use irrespective of distance, temporary stockpiling if necessary, placing, watering, compacting in 150mm thick layers to percentage of modified AASHTO maximum density specified, trimming to the required tolerance, and testing the fill.

No additional payment will be made for excavation not specified on drawings, difficult work or hand operations in confined areas.

PSDM 8.3.7 Cut to spoil or stockpile from

Delete item (b) of this clause and add the following:

No payment shall be made for intermediate excavation. Excavation normally classified as Intermediate excavation shall be paid as per rate for soft excavation (8.3.7.a)

Add the following Clause

In addition to Clause PSDM 8.3.4, the tendered rate shall also include for selection of the excavated material irrespective of the depth or extent of the material ordered to be removed and stockpiled at a designated area approved by the Engineer on Site.

The excavated material taken to stockpile shall be free of any rock or boulders in excess of 200mm in size. Any rock or boulders in excess of 200mm are to be separated out of the material and taken to a separate stockpile.

PSDM 8.3.13 Surface finishes

Change the Units and Replace the Contents of (a) with the following

(a) "m²" TO "m³"

The unit of measurement shall be the cubic metre and the quantity shall be calculated from the authorised dimensions.

Payment for the provision of imported topsoil material from a commercial source will only be made where they cannot be selected from the excavation within the confines of the site or within 5 km of the point where it is required and where it is ordered in

writing by the Engineer whichever is the lesser.

The tendered rate shall include transporting, off-loading, spreading, shaping and lightly compacting the topsoil."

Add the following:

(b) Grassing or other Cover.....Unit: m²

Measurement shall be the surface area. The tendered rate shall include full compensation for acquiring the sods, planting, and maintenance in accordance with the requirements of PSDM5.2.4.3; including the landscape Architects and or Botanists' costs.

SABS 1200 G -1982: CONCRETE (Structural)

PSG1 SCOPE

This section of the Specification controls the insitu concrete to be used on all concrete works on site.

PSG 2 INTERPRETATIONS

PSG 2.4 Explanation of Terms

PSG 2.4.3 Joints

Delete the fourth sentence and substitute:

The Engineer may order further joints prior to the commencement of casting the relevant concrete wherein they are situated. Such joints will become "designated joints" and will be paid for in terms of Sub-Clause 8.5, or as may be otherwise agreed. However, should the Contractor require further joints to suit his own purposes he shall first obtain the approval of the Engineer. Such further joints may then be constructed but these will neither be "designated joints" nor will they be paid for.

PSG3 MATERIALS

PSG 3.2 CEMENT

PSG 3.2.1 Applicable Specifications

Add to the Sub-Clause:

Unless agreed to otherwise by the Engineer, the cement used on the Works shall be an Ordinary Portland Cement (OPC) or Rapid Hardening Portland Cement if so scheduled

Sections of the specifications listed in the Standard Specification have been superseded by new specifications. The pertinent changes are indicated in the table below. For the superseded sections of the listed specifications, the new specifications will apply:

Description	Superseded Code	New Code
Cement: OPC, RHC	SABS 471	SANS 50197-1
Cement: PBFC	SABS 626	SANS 50197-1
Cement: PC15	SABS 831	SANS 50197-1
Cement: GBFS	SABS 1491 Part 1	SANS 50197-1
Aggregate	SABS 1083	SANS 1083
Aggregate size	SABS 1083	SANS 1083

PSG 3.2.3 Storage of Cement

Append sub-clause 3.2.3 with the following:

All cement on the Works shall be fresh and of the best quality and cement which has been damaged in any way or which has been stored on-site for a period exceeding six weeks shall be condemned and removed from the site.

All cement should come from one approved manufacturing source. Cement cannot be supplied from any different source without the prior approval of the Engineer.

Any cement that contains lumps that cannot easily be crumbled to powder between the fingers, may not be used.

PSG 3.4 AGGREGATES

PSG 3.4.2 Plums

Add the following to the Sub-Clause:

The use of plums will not be allowed in reinforced concrete and will be permitted only in mass concrete fill and if so agreed to by the Engineer.

PSG5 CONSTRUCTION

PSG 5.1 REINFORCEMENT

PSG 5.1.3 Cover

Append sub-clause 5.1.3 with the following:

Fixing/Cover blocks for the attachment of fixtures may be embedded in concrete provided that the strength is equivalent to the concrete mix being used and any other desirable feature (such as the appearance of the member) is not, in the opinion of the Engineer, impaired thereby.

The contractor must ensure the correct cover as specified is obtained.

PSG 5.2 FORMWORK

PSG 5.2.1 Classification of Finishes

Replace sub-clause 5.2.1 c) with the following:

- c) Special. No special finishes

PSG 5.2.5 Removal of Formwork

Delete the first two lines and substitute the following:

For this purpose and except as allowed in 5.2.5.3, the formwork shall remain in place, after all the concrete has been placed in the relevant lift, for the appropriate minimum period of time given in Table 2.

PSG 5.5 CONCRETE

PSG 5.5.1 Quality

PSG 5.5.1.2 Consistency

Delete the paragraph and substitute:

- (b) by the Engineer in respect of the prescribed mix and strength concrete, or

PSG 5.5.1.7 Strength Concrete.

Append sub-clause 5.5.1.7 with the following:

The concrete mixes shall be designed for vibration, heat of hydration, shrinkage and

expansion characteristics and the Contractor must demonstrate that the concrete mix design has adequately addressed these issues.

Surface Bed strength concrete design requires concrete to achieve a minimum concrete strength in 72 hours and a minimum Modulus Ratio at 28 days.

PSG 5.5.3 Mixing

PSG 5.5.3.2 Ready mix concrete

Append sub-clause 5.5.3.2 with the following:

Should the Contractor propose the use of ready-mixed concrete, a motivation detailing the reliability of supply and travel time of delivery trucks from the supplier's yard to the site must be submitted to the Engineer and is subject to his approval.

PSG 5.5.5.5 Placing

Delete the Sub-Clause and substitute the following:

Dropping concrete freely will only be permitted if the Engineer is satisfied that this is the only practical method of placing.

PSG 5.5.5.9 Placing

Delete the Sub-Clause and substitute the following:

The placing of concrete by pumping will not be permitted.

PSG 5.5.7 Construction Joints

PSG 5.5.7.1 Replace items b) of sub-clause 5.5.7.1 with the following:

Construction joints are to coincide with contraction joints. The contractor must provide a method statement prior to casting critical elements that includes the following information:

- Casting sequences proposed.
- Times between major pours.

- Volumes of concrete to be poured.
- Curing equipment to be used.
- Supply of materials.
- Means of ensuring that joints are water proof

PSG 5.5.10.2 Unformed Concrete Surfaces

Add to the Sub-Clause:

The unformed surfaces that require to be wood-floated or steel-floated or which are to receive other special treatment as well as the degree of accuracy, if this is not Degree of Accuracy II, are as detailed in the Schedule of Quantities.

Add the following New Sub-Clause:

PSG 5.5.10.3 Wood-floated finish

Where wood-floating is ordered or scheduled, the surface shall first be struck off with a template to the designated grades, leaving the surface slightly ridged but generally at the required elevation. After the concrete has hardened sufficiently, it shall be wood floated, either by hand or machine, only sufficiently to produce a uniform surface.

PSG 5.5.12 Concrete in Wet Ground

Append sub-clause 5.5.12 with the following:

No concrete shall be placed in wet ground, dewatering of the existing stormwater drains and making good is the responsibility of the Contractor. The Contractor shall be fully responsible for keeping the excavations free from water whilst the construction work is being carried out. The methods by which he proposes to achieve this shall be approved by the Engineer before being implemented. The cost of dewatering shall be included in the tendered rates for the Cut to fill, borrow to fill (PSDM 8.3.4) work and no separate payment shall be made for such dewatering throughout the construction period.

PSG6 TOLERANCES

PSG 6.2 PERMISSIBLE DEVIATIONS

PSG 6.2.1 General

Add the following to the Sub-Clause:

Notwithstanding the tolerances specified for the earthworks (cut to fill), the following tolerances shall apply to the construction of the stormwater drains:

Position in Plan:	Within 100mm of its designated position, provided that over any length of 30m, the deviation from a straight line joining the extremities of the 30m section shall not exceed 25mm.
Thickness:	Not less than that specified on drawings.
Width:	±25mm provided that requirements with respect to alignment are met
Level:	±10mm provided the requirements with respect to thickness is met and that the distance between the surface and a 4.0m straight edge placed on the channel is nowhere more than 5mm

PSG7 TESTS

PSG 7.1 FACILITIES AND FREQUENCY OF TESTS

PSG 7.1.2 Frequency of Sampling

PSG7.1.2.2 Replace sub-clause 7.1.2.2 with the following:

At least two (2) sets of samples shall be taken from each day's 'casting, one (1) from each batch delivered to the site and from at least every 50m³ of concrete of each grade placed.

The Contractor shall take additional sets of samples, at his own cost, to verify the concrete strengths for stressing and formwork stripping of concrete pours for critical elements.

PSG 8 MEASUREMENT AND PAYMENT

PSG 8.4.3 Strength Concrete

Append clause 8.4.3 with the following

Strength Concrete, Grade.....Unit: m³

The unit rates shall cover the cost of the provision of concrete (made with Ordinary Portland Cement unless otherwise scheduled), mixing, testing, placing, compacting, the forming of stop-ends and unforeseen construction joints, striking off or levelling as applicable, and curing and repairing where necessary, together with the cost of all parts of formwork in contact with the concrete and the necessary bearers, struts, and other supports, plus the layout and plant necessary to erect and strike such formwork.

SABS 1200 LB -1983: BEDDING (PIPES)

PSLB3 MATERIALS

PSLB 3.1 Selected Granular Material

Replace the contents of Sub-clause 3.1 with the following:

Selected bedding material shall comply with the following requirements:

- A maximum particle size of 20 mm
- A minimum grading modulus of 0,5
- A minimum CBR of 15% at 93% of modified AASHTO maximum density
- A maximum plasticity index of 10.

The Bedding shall be compacted to at least 93% of modified AASHTO maximum density (100% for sand).

PSLB 3.2 Selected fill material

Replace the contents of Sub-clause 3.2 with the following:

Selected fill material shall be free from vegetation and from lumps and stones of diameter exceeding 30 mm, and shall be obtained from the trench excavations or other necessary excavations on the site, on the approval of the Engineer. The material shall have a $PI < 6$.

PSLB 3.4 Selection

PSLB 3.4.1 Suitable material available from trench excavation

Replace the second sentence of this sub-clause commencing with "The Contractor will be permitted" with the following:

The Contractor will be required to preserve material excavated from trenches that is suitable for bedding for reuse as bedding.

Add the following new Subclauses:

PSLB 3.5 Concrete Sand

Where shown on the drawings the backfill for subsoil drains shall be concrete sand (fine aggregate) as per the relevant requirements of SABS 1083. The material must be obtained from an approved source.

PSLB 3.6 Crushed Rock Aggregate

Where shown on the drawings, the backfill for subsoil drains and percolation trenches shall be as per the relevant requirements of SABS 1083. The material must be obtained from an approved source.

PSLB 5 CONSTRUCTION

PSLB 5.1 GENERAL

PSLB 5.15 Placing and Compacting Bedding Material

- a) For combined trenches, placing and compacting bedding around multiple pipes laid side by side shall be paid for only once, namely, for one placement and compaction, measured along the centre line of the trench.

PSLB 8 MEASUREMENT AND PAYMENT

PSLB 8.1 PRINCIPALS

PSLB 8.1.2 Sources of bedding material

Add the following to this sub-clause:

Payment for the provision of imported bedding materials will only be made where they cannot be selected from the excavation within the confines of the site or within 5 km of the point where it is required and where it is ordered in writing by the Engineer whichever is the lesser.

PSLB 8.1.3 Volume of bedding materials

PSLB 8.2 Scheduled Items

Replace the contents of this sub-clause with the following:

The volume of bedding material will be measured net, excluding the volume occupied

by the pipe.

The volume of bedding material will be computed from:

- the trench width specified or scheduled, and
- the depth of each bedding layer as shown on the drawings, and
- by deducting the volume occupied by the pipe.

PSLB 8.2.2 Supply only of bedding by importation

PSLB 8.2.2.3 From commercial sources

The tendered rate shall also include the placing of the 25mm><38mm crushed rock aggregate and coarse sand in the subsoil trenches and the levelling of the materials to the required level.

The unit rate tendered shall include all procurement related costs, including haulage, placing, levelling and light compaction.

SABS 1200 LD - 1983: SEWERS

PSLD 1 SCOPE

The scope of this specification has been extended to cover all sewer collection pipes and collection manholes.

PSLD 3 MATERIALS

PSLD 3.1 Pipes, Fittings and Pipe Joints

PSLD 3.5 Manholes, Chamber, etc

PSLD 3.5.2 Precast Concrete Sections

Add the following to this clause

"Dolomitic aggregate shall be used in the manufacture of the chamber sections, levelling rings and roof slabs."

PSLD 3.5.8 Manhole covers and frames

Replace the contents of this Sub-Clause and replace with the following

Precast concrete roof slabs and covers shall comply with the applicable requirements of SABS 1294 and the strength requirements specified on the drawings. The elements shall be manufactured in accordance with the details shown on the drawings using concrete consisting of dolomitic aggregate. Precast concrete roof slabs and covers shall be used throughout the works.

PSLD 5 CONSTRUCTION

PSLD 5.6 Manholes, Inspection Chambers, etc PSLD 5.6.1 General

Delete in Sub-Clause (a) and (b) the word

"brick" And Replace With "pre-cast concrete".

PSLD 5.6.2 Benching

Delete in Sub-Clause 5.6.2.3 the phrase

"1:3 cement mortar" And Replace With "concrete topping consisting of 1 part cement, 2 parts sands and 3 parts 7 mm concrete stone, by mass. The sand proportion may be varied between 1 1/2 and 2 1/2 to obtain ideal workability."

PSLD 5.6.5 Precast concrete manholes

Replace the contents of this Sub-Clause and replace with the following

Precast concrete manholes shall be constructed in accordance with the details shown on the drawings. The entire interior to be painted with an approved epoxy sealant and externally the Joints between chamber sections shall be sealed with any bitumen; epoxy mortar or other sealing method approved by the engineer.

Add the following new Clauses

***PSLD 5.6.7 Finished cover level**

Unless otherwise shown on the drawings or ordered by the engineer, the level of the top surface of the cover shall be:

- for manholes within roadways; flush with the final surface of the roadway.
- for manholes within road reserves; 500mm above finished ground level.
- for manholes within open spaces; 500mm above the finished ground level."

***PSLD 5.6.8 Rectification of water infiltration and leakage**

Any infiltration or leakage visible in the manhole pipe ends or benching shall be rectified by demolishing the base and rebuilding.

Rectification of infiltration through the walls and/or joints may be attempted only by externally applied measures, failing which the manhole shall be demolished and re constructed.

All infiltration and leakage rectifications will be at the expense of the Contractor.

PSLD 7 TESTING

PSLD 7.2 Test and Acceptance/ Rejection Criteria

PSLD 7.2.6 Water Tightness of Manholes

Delete the contents of Sub-Clause 3.5.7 and replace with the following

To verify the water tightness of any manhole may be requested by the Engineer.

Infiltration: The excavation surrounding the manhole shall be flooded to approximately the top of wall level and this depth of water maintained for at least 48 hours. The manhole will have satisfied the test requirements provided there is no sign of infiltration of water.

Exfiltration: The manhole shall be filled with water to the top of its wall level and this depth maintained for at least 24 hours. Water may be added to maintain this level.

At the end of the subsequent 24-hour period the drop-in water level is to be measured. The manhole will have satisfied the test requirement provided the drop is less than 75 mm per metre in depth of the manhole measured from invert to the original height of the water. At the discretion of the Engineer a shorter testing time, minimum 3 hours, will be allowed in which case a 'drop in level' pro rata to the time tested, shall be used.

PSLDB MEASUREMENT AND PAYMENT

PSLD 8.2.3 Manholes

Add the following

Separate items will be scheduled for the different types of manholes in depth increments of 0,5m, the depth being measured from the invert of the pipe in the centre of the manhole to the top level of the cover.

The unit of measurement shall be the number (No) implying the complete construction of the leachate manhole, as detailed on the drawings.

The rate shall cover the cost of dealing with any excavation, backfilling and disposal of surplus material; constructing the manholes complete as detailed on drawings up to a depth of 4.0m, name tags and benching.

A stainless-steel name tag with the description

“From MH No.... --- MH No....”

Manholes will not be measured for payment until they have been accepted in terms of **PSLD 7.2.6.**

SABS 1200 LE -1982: STORMWATER DRAINAGE

PSLE3 MATERIALS

PSLE 3.1 Culvert Units and Pipes

PSLE 3.1(d) Skewed Ends

Add the following:

"The cutting of pipes on site to form skewed ends or to reduce their length will be allowed providing that the pipes shall first be cast into the accommodating structure and such a structure is left to attain its full strength. The pipe shall then be cut using an approved concrete cutting saw and or tool to the required shape and the exposed end shall be made good with a 1:2 cement/ sand mortar to provide a smooth finish, all to the satisfaction of the Engineer.

Add the following new Sub subclause:

PSLE 3.1(f) Subsoil Drainage Pipes

The geopipe to be used for the subsoil drainage shall be perforated and shall be of size as specified. The pipe shall be manufactured from high density polyethylene (HDPE) and have a double wall corrugated construction complying with the strength requirements of DIN 4262 Part 1. Four (4) longitudinal rows of 015mm diameter drainage holes are positioned along the pipe at 100mm centres as shown in the drawing details, the apex of the pipe shall be marked with an indelible yellow line to facilitate the correct orientation during installation. The pipes will be connected with standard push fit couplings, and the use of fabricated HDPE fittings will be subject to the approval of the Engineer.

The pipe shall have the following minimum characteristics:

Technical Data

Nominal pipe size	DN160
Outside diameter (mm)	160
Inside diameter (mm)	137
Infiltration area (mm ² /m)	>7000
Nominal hole diameter (mm)	15

Nominal hole diameter (mm)	6
Ring stiffness (kPa)	>450

PSLE 3.1(g) HDPE Pipes

The HDPE shall conform to SABS533 Part II of 1982 and shall be type Class 16 unless otherwise specified: HDPE fittings shall be manufactured from HDPE type PE100 PN18 pipe unless otherwise specified. Pipes shall be joined by electro-fusion where required.

PSLE 3.1(h) Concrete Caps for Subsoil Drain Pipes

Where required and as pointed out by the Engineer on site the open end of each system not terminating in a manhole, the drainage pipe shall be sealed off with a loose concrete cap of Class 15 / 19 concrete.

PSLE 3.4 Manholes, Catchpits and Accessories

PSLE 3.4.1 Bricks

Add the following:

Bricks for the stormwater, subsurface structures, headwalls and all hydraulic structures shall be either burnt clay engineering bricks with compressive strength 28MPa to SABS 227 or concrete bricks with minimal compression strength 21MPa to SABS 1215.

Add the following new Sub subclause:

***PSLE 3.4.5 Concrete for Headwalls and Hydraulic Structures**

Concrete for the stormwater, subsurface structures, headwalls and all hydraulic structures shall be cast from concrete with a minimum compressive strength of 25Mpa.

This Clause shall be read in conjunction with SABS 1200G as amended in this document.

PSLE5 CONSTRUCTION

PSLE 5.1 Trench Bottom

The requirements of SABS 1200 LE shall apply.

PSLE 5.2 Bedding and Laying

PSLE 5.2.2 Pipe Culverts

Add the following:

"The class of bedding required for the various pipe culverts shall be Class B as detailed on Drawing LB-1 of SABS 1200LB."

Unless otherwise stated in the Bill of quantities or indicated on the drawing, pipes with ogee joints shall be used. Butt-ended pipes will not be permitted.

Pipes with ogee joints shall be wrapped with two layers of Hessian soaked in cementitious grout. The wrapping shall be 400mm wide and placed centrally over each joint.

Where pipes are cut, the ends shall be made good with an epoxy concrete mix so as to prevent rusting of the reinforcement or deterioration of the concrete.

Lifting holes should be suitably closed off to prevent the ingress of soil

Add the following new Subclause:

PSLE 5.8 Subsurface Drains

PSLE 5.8.1 Laying of Pipes

Trenches for subsoil drains shall be excavated to the dimension and gradients shown on the drawings or as directed by the Engineer.

A layer of permeable material of the class and thickness as shown on the drawings shall be placed on the bottom of the trench and lightly tamped and finished to the required gradient.

Pipes of the type and size, when required, shall then be firmly bedded on the permeable

material true to level and grade, coupled where required and the trench backfilled with further permeable material to such height above the pipes as shown on the drawings or as directed by the Engineer. The permeable material shall be lightly compacted and finished to the required level. Further layers of finer permeable material shall be placed, lightly compacted and finished to an even surface as directed by the Engineer. The remainder, if any, of the trench shall be backfilled with approved impermeable material as required by the Engineer, in layers not exceeding 100mm and compacted to at least the same density as the surrounding material. The trench must be specially protected against the ingress of water before completing the impermeable layer.

Permeable material must be placed in layers of not more than 150mm at a time and lightly compacted. The total thickness of each type of permeable material must be carefully controlled, and when placing the thinner layers, suitable spacers must be used for this purpose. When placing successive layers, the lower layer must not be walked on or disturbed more than can be avoided. Care shall be taken to prevent the contaminations of the drains during construction and all permeable material contaminated by soil or silt shall be removed and replaced by the Contractor at his own expense.

Perforated pipes shall be joined by couplers. Perforated pipes shall be laid with the perforations as instructed.

The higher end of subsurface drain pipes shall be sealed off with a loose concrete cap of Class 15/19MPa concrete, as directed by the Engineer and the lower end of the pipe shall be built into a manhole providing a positive outlet.

Any section of a subsurface drain constructed from pipes without perforations shall be backfilled with impermeable backfill materials as directed above. Where suitable, the excavated material may be used for backfilling.

Add the following new Clause

***PSLE 5.9 Backfilling around Manholes, Headwalls, Hydraulic Structures and etc.**

Material used to backfill around manholes, headwalls, hydraulic structures and etc. must comply with SABS 1200 DM Subclause 3.2.3. (As amended in this document).

Material adjacent to the walls of the manholes and structures mentioned must be watered and mixed to its optimum moisture content, and compacted in layers not exceeding 150 mm in the compacted state. Compaction must be minimum 100% MOD

AASHTO for non-cohesive material, and minimum 93% of MOD AASHTO density for cohesive materials.

Backfilling around the structure must be carried out in even layers to avoid uneven side forces.

PSLE6 TOLERANCES

Add the Following New Clauses:

***PSLE 6.6 Pipes into Manholes**

Pipes may protrude up to 100mm into a manhole. This relaxation will only be permitted if the pipe does not have to be cut. The "dead space" formed at the end of the manhole is to be suitably benched off to prevent the collection of silt and rubbish."

***PSLE 6.7 As-Built Details**

The Contractor shall submit as-built levels, distances between manholes and the grades of pipelines for which he requires payment, at the time he submits his monthly payment claim. On a sample form subject to the Engineers approval.

PSLE 8 MEASUREMENT AND PAYMENT

PSLE 8.2 Scheduled Items

PSLE 8.2.1 Supply and Lay Concrete Pipe Culverts

Add the following paragraph to the payment item Clause 8.2.1

The supply of ends of pipes wrapped with two layers of 400mm wide Hessian soaked in cementitious grout over each joint, cutting of pipes on site to form skewed ends or to reduce their length and joint wrapping shall not be measured separately but deemed to be included in the rate for supply and laying of pipes.

PSLE 8.2.8 Supply and Install Manhole, Catchpits, Headwalls etc.

Add new payment item (d) to Clause 8.2.8 and add the following paragraphs:

- d) Headwalls, Hydraulic structures and stormwater outlet structures cast insitu shall be measured as.....Unit: No.

The rate tendered for the headwall, hydraulic structure and stormwater outlet structures as indicated on drawings shall include, all materials, labour, base preparation, formwork, steel fixing, casting and curing of concrete.

"Excavation and backfilling for manholes, catchpits, headwalls and the like shall not be measured separately, but shall be deemed to be included in the price tendered for the construction of such manholes and headwalls etc."

"Manholes and headwalls shall be measured according to type and varying depth only. The rate tendered for the manholes/headwalls shall include for the different pipe sizes, drain sizes and benching configurations."

Add the following new payment items:

PSLE 8.2.14 Supply and Lay Pipes and Subsoil Drains

The unit of measurement shall be the **meter** (m) measured in place along the pipe centreline, including the length of fittings.

The tendered rate shall include full compensation for procuring, furnishing, laying and jointing, bends, fittings, concrete caps and testing the pipes as specified.

Where directed by the Engineer, it may be required to break into manholes to provide an outlet for the subsoil drains. The tendered rate shall be deemed to include for this occurrence as well as making good of the manhole after the pipe has been installed.

PSME SUBBASE (SANS 1200 ME)

PSME 3 MATERIALS

PSME 3.2 Physical Properties

PSME 3.2.1 Subbase Material

Replace the following in this Sub-clause with:

With reference Sub-clauses 3.2.1.d (ii) and 3.2.1.d (iii), the regional factor shall be taken as 0,6.

PSME 5 CONSTRUCTION

PSME 5.4 Placing and Compaction

PSME 5.4.1 Placing

Add the following to this Sub-clause:

The subbase layer shall be 150mm thick unless shown otherwise on the drawings.

PSME 8.3.3 Construct the subbase with material from commercial sources"

Add the following:

No additional payment will be made for difficult work or hand operations in confined areas.

PSMF 7 TESTING

PSMF 7.3 Routine Inspection and Testing

Delete Clause 7.3 and replace with the following:

The Density measured at all test holes shall be a minimum of 98% Mod. AASHTO density for the section of layer works to be acceptable.

PSMF 8.3.3 Construct the base with material from commercial sources

Delete the words "or designated borrow pits" in the heading of this subclause.

Add the following:

The rate tendered shall also provide for any hand operations required for working in confined areas.

PSMJ SEGMENTED PAVING

PSJM 1 SCOPE

This section covers the furnishing of material and the construction of concrete block paving for roads and sidewalks.

PSMJ 3 MATERIALS

PSMJ 3.1.1 General

Add the following on the second sentence of the first paragraph:

"The block shall be of class 25, type SA and 60mm thickness, grey coloured interlocking concrete segmental pavers laid in 45° herringbone pattern specified in the scope of work, on the drawings, or in the schedule of quantities".

PSMJ 8 MEASUREMENT AND PAYMENT

PSMJ 8.2 SCHEDULED ITEMS

PSMJ 8.2.1 Provision of edge restrains Unit: m

The unit of measurement shall be the number of sign post foundations excavated, backfilled and concreted as specified. The rate shall include for all plant, labour and materials needed to cast concrete surrounds and backfilling with soil for each sign post base.

PSMJ 8.2.2 Construction of paving complete Unit:.....m²

Separate item will be scheduled for each type of material, class and shape of unit, depth of paving, type of laying bond and, if applicable, colour (or mixture of colours) The area measured will be that to be paved as shown of the drawings.

The rate shall cover the cost of supplying units and bedding sand, placing the bedding layer, laying the units, compacting the pavement, filling gaps, filling joints, locking up the pavement (where relevant) and removing excess sand.

ANNEXURE A

ARCHITECTURAL DRAWINGS & SPECIFICATIONS

ANNEXURE B

CIVIL ENGINEERING DRAWINGS

ANNEXURE C

STRUCTURAL ENGINEERING DRAWINGS

ANNEXURE D

MECHANICAL, FIRE & WET SERVICES DRAWINGS

ANNEXURE E

ELECTRICAL ENGINEERING DRAWINGS & SPECIFICATIONS

C4 SITE INFORMATION

C4.1 Site Information

2) DESCRIPTION OF THE WORKS

1.1 THE SITE

The school location is 10551 Thageng Section, Mokgaotsistad, Madikwe, 2747 in North West Province at the Moses Khotane Municipality.

The GPS coordinates are latitude -25.254891 and longitude 26.490402°.

1.2 WORK AREA

The working area is the area within the boundaries

1.3 ACCESS

The contractor to arrange temporary access to the site.

1.4 GENERAL - Restrictions on site

Whilst there are no known restriction on site, the Contractor is to seek confirmation from the Principal Agent before any site establishment.

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.

Contract

BID No: BID No: DOE12NWER009 - CONTRACTOR

Addendum A
Occupational Health and Safety Regulations

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:

~~Contract~~

~~Addendum A~~

Occupational Health and Safety Regulations

BID No: BID No: DOE12NWER009 - CONTRACTOR

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.

Contract

BID No: BID No: DOE12NWER009 - CONTRACTOR

Addendum A
Occupational Health and Safety Regulations

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.

ADDENDUM “A”

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

Contract

Addendum B

Occupational Health and Safety Specification

BID No: BID No: DOE12NWER009 - CONTRACTOR

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 March 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,

Contract

Addendum B

Occupational Health and Safety Specification

BID No: BID No: DOE12NWER009 - CONTRACTOR

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

Contract

Addendum B

Occupational Health and Safety Specification

BID No: BID No: DOE12NWER009 - CONTRACTOR

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 OHS consultants:

3.1.1 Occupational Health and Safety

Triviron Project Management

3.1.2 Other (if any):

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

3.2.1 Construction project managers/ Principal Agent:

Triviron Project Management

3.2.2 Architects:

RSD Architecture

3.2.3 Structural engineer:

Triviron Project Management

3.2.4 Electrical engineer:

Rivoningo Consulting Engineers

3.2.5 Mechanical engineer:

Rivoningo Consulting Engineers

3.2.6 Civil engineer:

Triviron Project Management

3.2.7 Other (if any):

4. THE WORKS

Nature of the works:

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 BIDDER

ADDENDUM D

IDT Addendum to the JBCC



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 BID, Standard Conditions of BID, Special Conditions of BID 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 mean 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 MEASURES

- 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 compliant 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 compliant 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 BBEE threshold stipulated in the BID document, the IDT shall be entitled to cancel the contract with immediate effect.
- 8.3 Should the BBEE 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 BID, 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 party 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.....B.**

AS WITNESSES:

A. _____

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

B. _____

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

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

AS WITNESSES:

C. _____

f

D. _____

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