



# INDEPENDENT DEVELOPMENT TRUST

Contract No.: DOEEC/12/2022/2023

A Tender for Category 6GB or higher CIDB Registered Contractors

## CABAZANA JSS

LOCATED IN CABAZANA VILLAGE IN MOUNT AYLIFF, ALFRED NZO DISTRICT, EASTERN CAPE PROVINCE

Name of Tenderer : \_\_\_\_\_

NAME OF DULY AUTHORIZED PERSON: \_\_\_\_\_

ADDRESS : \_\_\_\_\_  
\_\_\_\_\_

TEL. NUMBER : \_\_\_\_\_

CELL NUMBER : \_\_\_\_\_

FAX NUMBER : \_\_\_\_\_

E-MAIL : \_\_\_\_\_

CRS NUMBER : \_\_\_\_\_

CSD NUMBER : \_\_\_\_\_

**ISSUED BY:**

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

**PREPARED BY:**

Kamva Quantity Surveying (Pty) Ltd  
P.O. Box 837  
Gonubie  
5256  
Mr. L. Peter  
Tel: 079 796 4158



## **INDEPENDENT DEVELOPMENT TRUST**

Double Grade R Classroom Block (2 x classroom, 2 x store room, 2 x kitchen overall approximate size 220 square meters). Undercover play area (approximate size 27 square meters). Undercover sand pit (approximately size 13 square meters). VIP toilet block (6 x Pit Toilet) & (13 x Enviro Loo Toilets) Site works generally comprising of bulk earthworks, retaining walls, open walkways, concrete aprons, storm water channels, rainwater tanks on bases, 1 x elevated rainwater tank on stand, jungle gym, security fencing and entrance structure. New building to have full electrical installation

**AT**

## **CABAZANA PRIMARY SCHOOL**

**LOCATED IN CABAZANA VILLAGE IN MOUNT AYLIFF, ALFRED NZO DISTRICT, EASTERN CAPE PROVINCE**

**TENDER NO: DOEEC/12/2022/2023**

**CLOSING DATE: 03 OCTOBER 2022 @ 11H00**

### **ISSUED**

#### **Independent Development Trust**

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

### **PREPARED**

#### **Kamva Quantity Surveying (Pty) Ltd**

Physical Address,  
1 Gedye Street  
Gonubie  
5257  
Contact:  
Name: Mr. L. Peter  
Tel: 079 796 4158



## INDEPENDENT DEVELOPMENT TRUST

Double Grade R Classroom Block (2 x classroom, 2 x store room, 2 x kitchen overall approximate size 220 square meters). Undercover play area (approximate size 27 square meters). Undercover sand pit (approximately size 13 square meters). VIP toilet block (6 x Pit Toilet) & (13 x Enviro Loo Toilets) Site works generally comprising of bulk earthworks, retaining walls, open walkways, concrete aprons, stormwater channels, rainwater tanks on bases, 1 x elevated rainwater tank on stand, jungle gym, security fencing and entrance structure. New building to have full electrical installation

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C3	Scope of Work
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C4	Site Information
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## INDEPENDENT DEVELOPMENT TRUST

### T1.1 Bid Notice and Invitation to Bidder

**BID NOTICE No: DOEEC/12/2022/2023: 02 September 2022**

**Note: BID closes on Monday, 03 October 2022 @ 11:00**

**Project No.: CABAZANA JSS (EMIS NO. 200500076)**

**GPS : 30.69073 S, 29.40902 E**

### **CONSTRUCTION OF GRADE-R BLOCKS, ABLUTION FACILITIES, CIVIL SERVICES AND NUTRITION FACILITIES AT CABAZANA JSS IN MOUNT AYLIFF, ALFRED NDZO DISTRICT MUNICIPALITY FOR THE DEPARTMENT OF EDUCATION, EASTERN CAPE PROVINCE**

On behalf of the DEPARTMENT OF EDUCATION, the Independent Development Trust, invites bidders for CONSTRUCTION OF GRADE-R BLOCKS, ABLUTION FACILITIES, CIVIL SERVICES AND NUTRITION FACILITIES AT CABAZANA JSS IN MOUNT AYLIFF, ALFRED NDZO MUNICIPALITY, EASTERN CAPE PROVINCE

#### **Mandatory Requirements**

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

- Proof of CIDB registration number – Grade **6GB** or higher
- Proof of authority to sign the document must be submitted e.g. company resolution( if there is more than one director)
- Valid COIDA or FEM certificate number
- Proof of Central Supplier
- Data registration (CSD)
- Attendance of Compulsory Site Briefing
- Completion of SBD 1, 4, 6.1, and 6.2 **in full**
- Completion of form of offer in the tender document **in full**
- Copy of the Joint Venture (JV) agreement signed by all parties (where JV in use)
- Acknowledgement of Addenda with Financial implications (where applicable)
- Fully & Duly Completed Detailed Bill of Quantities (BOQ), Written In Black Ink

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

Previous Contracts with the IDT shall result in disqualification of the bid.

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

**Returnable documents required at Bid Award -**

- Tax Compliance Letter with a unique pin

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

**STAGE 1:**

<b>Evaluation Criteria</b>	<b>Points Allocation</b>
Relevant Previous Experience on completed projects of a similar nature and value in the last Ten (10) years	35 points
Signed and stamped client references on the same projects listed above (either Client or Client Representative).	25 points
Qualifications, Skills and Experience of project key resources	20 points
Project Schedule	20 points
<b>Total</b>	<b>100 points</b>
<b>NB: Minimum qualifying functionality threshold is 70 points out 100</b>	

**Similar Nature of work for evaluation- Not acceptable** (No points will be allocated for similar nature and value of works for Construction and or engineering works)

**Similar Nature of Work - Acceptable** : (and or renovation of Hospitals, Clinics, Schools, Libraries, Hotels, Malls, Shopping Complex, Courts, Office blocks, Town Houses – **6GB or higher**)

**STAGE 2:**

The 80/20 Preferential Point System will be applied, where 80 points will be allocated for price and 20 points for B-BBEE Status. **In order to claim and be awarded B-BBEE points bidders must submit an original or an original certified copy of B-BBEE certificate (not older than 6 months) issued by a SANAS accredited agency or an Original Sworn Affidavit signed by a Commissioner of Oaths (see criteria below) (Note - An incomplete sworn affidavit will not be acceptable and will not be awarded any points).**

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

Bidders bidding as Joint Ventures are required to submit an original or an original certified copy (not older than 6 months) consolidated B-BBEE certificate from a SANAS accredited verification agency in order to qualify for points for the B-BBEE status level as one entity

**Sworn Affidavits are for EME's (Turnover of R10 million or less) must be originals. No copies of**

affidavits will be accepted for claiming B-BBEE points:

For bidders exceeding turnover of R10 million, must submit certified SANAS certificate accredited verification agency in order to qualify for points for B-BBEE

B-BBEE points are allocated as follows for the 80/20 points system:

B-BBEE Status Level of Contributor	Points Allocation
	Tenders up to and including R50 million
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Contributor	0

A compulsory site briefing / clarification meeting will be held on the 13 September 2022 at Cabazana JSS, Cabazana Village, Mount Ayliff.

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

**IT IS NOT A CONDITION OF THIS TENDER THAT THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO SUBCONTRACT A MINIMUM VALUE OF WORK TO SMME'S EQUAL TO 30% OF THE BUILDING WORKS IN LINE WITH THE PPPFA, Preferential Procurement Regulations 2017.**

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

Tender Documents may be downloaded from the IDT's website as follows: [www.idt.org.za](http://www.idt.org.za) as well as on the e-tenders portal, [www.etenders.gov.za](http://www.etenders.gov.za), I-Tender on [www.cidb.org.za](http://www.cidb.org.za) and [www.ectreasury.gov.za/tenderbulletins](http://www.ectreasury.gov.za/tenderbulletins) from the 02 September 2022. Tenders must only be submitted on the tender documentation that is downloaded from the stipulated websites. The retyping of the tender document is not permitted.

All SCM and Technical enquiries relating to this bid must be directed to [Mphog@idt.org.za](mailto:Mphog@idt.org.za) (SCM) [kamva2011@gmail.com](mailto:kamva2011@gmail.com) (Technical) during office hours (08h30 – 17h00) weekdays.

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

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

The bid closing date is **03 October 2022 by no later than 11H00**. Bids shall be submitted in the tender box at IDT's Eastern Cape Regional Office;

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

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

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

## INDEPENDENT DEVELOPMENT TRUST

Double Grade R Classroom Block (2 x classroom, 2 x store room, 2 x kitchen overall approximate size 220 square meters). Undercover play area (approximate size 27 square meters). Undercover sand pit (approximately size 13 square meters). VIP toilet block (6 x Pit Toilet) & (13 x Enviro Loo Toilets) Site works generally comprising of bulk earthworks, retaining walls, open walkways, concrete aprons, storm water channels, rainwater tanks on bases, 1 x elevated rainwater tank on stand, jungle gym, security fencing and entrance structure. New building to have full electrical installation

### T1.2 Bidder Data

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

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

**The additional conditions of bidder are:**

Clause number	Bidder Data for BID NO: BID No: DOEEC/12/2022/2023
F.1.1	The employer is the <b>Independent Development Trust, Eastern Cape Region</b>
F.1.2	The tender documents issued by the employer comprises: T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules <b>Part 1: Agreements and contract data</b> C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's appointment <b>Part 2: Pricing data</b> C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities <b>Part 3: Scope of work</b> C3 Scope of work <b>Part 4 : Site information</b> C4 Site information
F.1.4	The employer's agent is:  Name: Kamva Quantity Surveying (Pty) Ltd Address: 1 Gedye Street, Gonubie, 5257 Tel: 079 796 4158 E-mail: <a href="mailto:kamva2011@gmail.com">kamva2011@gmail.com</a>
F.2.1	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>Grade 6GB or higher class</b> of construction work, are eligible to submit tenders.



Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the Grade 6GB or higher class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **(6GB or higher ) General Building** class of construction work.

F.2.7 Compulsory briefing with representatives of the employer

F.2.12 No alternative tender offers will be considered

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

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

F2.15.1

**Location of tender box: Physical address: -**

INDEPENDENT DEVELOPMENT TRUST OFFICES

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

**Identification details:**

**Project no: BID No: DOEEC/12/2022/2023**

**Title:** Double Grade R Classroom Block (2 x classroom, 2 x store room, 2 x kitchen overall approximate size 220 square meters). Undercover play area (approximate size 27 square meters). Undercover sand pit (approximately size 13 square meters). VIP toilet block (6 x Pit Toilet) & (13 x Enviro Loo Toilets) Site works generally comprising of bulk earthworks, retaining walls, open walkways, concrete aprons, storm water channels, rainwater tanks on bases, 1 x elevated rainwater tank on stand, jungle gym, security fencing and entrance structure. New building to have full electrical installation

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

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

**Closing date: 03 OCTOBER 2022**

**Closing time: 11h00**

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

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

F.2.17 The contract duration is **13 Months** from date of Site Handover.

F.2.23 The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board; Compensation of Injury Diseases Act certificate (COIDA) and a

Tender

Part T1: Tendering procedures

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T1.1

valid Tax Clearance Certificate issued by the South African Revenue Services.

Where a tenderer tenders through joint venture formation, such tenderers should include a joint venture agreement duly signed by each partner and stamped by commissioner of oath.

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

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

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

Part T1: Tendering procedures

**Instruction notes:**

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

**4.3.3 Functionality Criteria**

Variables	Total Points	Criteria	Description Of Criteria	Points
<u>Functionality Points</u>	100			
Experience on similar scale projects	35	Excellent	Points allocated for proven records of accomplishment based on the similar scale of previous projects executed by tenderer.	35
		Very good		28
		Good		21
		Satisfactory		14
		Poor		7
		Not acceptable		0
Qualifications & competencies of key staff	20	Very Good	Points allocated for required competencies and qualifications of allocated personnel for the projects in consideration	20
		Good		15
		Satisfactory		10
		Poor		5
		Very poor		1
		Not submitted		0
Project Specific Programme schedule and cash flow	20	Very good	Points allocated for turn-around projects delivery period and detail project submission by tenderer/bidder in consideration	20
		Good		18
		Satisfactory		14
		Poor		8
		Unacceptable		0
Client References	25	Excellent	Points allocated for previous client references and submission in relation to nature of work in Relevant Experience (Returnable schedule) of the Bid Document.	25
		Good		20
		Fair		15
		Poor		10
		Very poor		5

**Notes:**

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

The functionality will be scored using the following values:

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

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

#### Experience on similar scale projects:

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

#### Scoring Quality (Functionality)

A maximum equal to **100 tender evaluation points** will be awarded for quality. Only bidders who score 70% and above (i.e. 70 points and above out of a total of 100 points) will be further evaluated in terms of the 90/10 price/preference points system in line with Preferential Procurement Policy Framework Act (Act No.5 of 2000).

The functionality will be scored using the following values:

#### Relevant Experience on Similar Construction Projects (35 points):

Points are allocated for relevant experience on similar construction projects completed in the past 10 years. The similarity referee's to project of similar kind, complexity and value in terms of the CIDB categorization. In support tenderers are to complete the "Similar Project Experience" returnable schedule.

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

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

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

<b>Value of work (4GB)</b>	<b>Rating</b>
3.1m and above	Very Good
2.1m – 3m	Good
1.1m – 2m	Satisfactory
0.51m – 1m	Poor
0m – 0.5m	Not Submitted

<b>Value of work (6GB)</b>	<b>Rating</b>
10.1m and above	Very Good
5.1m – 10m	Good
3.1m – 5m	Satisfactory
1.1m – 3m	Poor
0m – 1m	Not Submitted

<b>Value of work (7GB)</b>	<b>Rating</b>
20.1m and above	Very Good
10.1m – 20m	Good
5.1m – 10m	Satisfactory
2.1m – 5m	Poor
0m – 2m	Not Submitted

#### **Contracting Document**

JBCC Series 2000 PBA March 2005, Edition 4.1

## Qualifications and Key Personnel (20 points):

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

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

### Highest qualifications and Professional Registration (8 points)

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

### Competence of Key Personnel (Subtotal 12 Points)

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

## CLIENT REFERENCES

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

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

### Project Schedule (20 points):

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

**Failure to populate returnable schedule **B1.2** in full will result in zero points awarded, alternatively a properly populated gantt chart will be acceptable. (NB: Bidders reminded that penalty clause is applicable in the event that bidders offer unrealistically short duration just to score higher points)**



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

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

Where:

PrSC = No. of points scored for project schedule  
Dm = lowest acceptable comparative project duration in Days  
D = Comparative project duration in days of tender under consideration

#### 4.3.4. Preferential procurement system

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

below Room.

Variables	Total Points	Criteria	Description Of Criteria	Points
<u>B-BBEE</u>	<u>20</u>	B-BBEE Contributor level 1	Points allocated to entities who are contributing towards the empowerment of black people (a SANAS accredited B-BBEE Certificate MUST be submitted with the bid documents before any points can be allocated)	20
		B-BBEE Contributor level 2		18
		B-BBEE Contributor level 3		14
		B-BBEE Contributor level 4		12
		B-BBEE Contributor level 5		8
		B-BBEE Contributor level 6		6
		B-BBEE Contributor level 7		4
		B-BBEE Contributor level 8		2
		Non-compliant contributor	Bidders to submit Original Sworn Affidavit B-BBEE or SANAS certified copies not older than 6 months).  Joint Ventures / Consortia entities must submit a consolidated B-BBEE certificate from SANAS-Accredited verification agency in order to qualify for points for their B-BBEE status level as an incorporated entity. Sworn affidavits for joint ventures will not be considered.	0
Financial Offer / Price:				
Financial Offer/Price	80	Formula=2 Option 1,A={1-(p-pm/pm)}	Formula used to calculate financial offer/price points	
		Pm=The comparative Price offer of the mean/average quantifying tenderer		
		P=The comparative offer of the tender under consideration		
	100			

## **BBBEE**

A bidder must submit proof of B-BBEE status level of contributor. A tenderer failing to submit proof of B-BBEE status level of contribution or is a non-compliant contributor to B-BBEE may not be disqualified, but- may only score points out of 80 for price; and scores 0 points out of 20 for B-BBEE.

Bidders who qualify as EMEs should submit Original Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

Joint Ventures / Consortia entities must submit a consolidated B-BBEE certificate from SANAS-Accredited verification agency in order to qualify for points for their B-BBEE status level as an unincorporated entity. Including EMEs and QSE, sworn affidavit Join Venture will not be considered as is not valid

## 1. LIST OF RETURNABLE SCHEDULES

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

No	Non Statutory (Non Compulsory) Requirements	Non Statutory (Non Compulsory) Requirements Description
1	Checklist for Tender Submission	Checklist for Tender Submission
2	Details of Tender	Details of Tender
3	Certificate of Compliance with Tender Documentation	Certificate of Compliance with Tender Documentation
4	Letter of Intent to Provide Security / Guarantee	Letter of Intent to Provide Security/ Guarantee from accredited financial institution
5	Litigation History	Litigation History – bidder to disclose all the pending litigations against their company
6	Past Projects undertaken by the Tenderer in the last 10 years	Past Completed Projects undertaken by the Tenderer in the last 10 years
7	BBBEE certificate	Points allocated to entities who are contributing towards the empowerment of black people (an Original Sworn Affidavit B-BBEE or SANAS accredited B-BBEE Certificate MUST be submitted with the bid documents before any points can be allocated)  Bidders to submit Original Sworn Affidavit B-BBEE or SANAS certified copies not older than 6 months).  Joint Ventures / Consortia entities must submit a consolidated B-BBEE certificate from SANAS-Accredited verification agency in order to qualify for points for their B-BBEE status level as an incorporated entity. Sworn affidavits for joint ventures will not be considered.
8	Record of Addenda to Tender Documents	Record of Addenda to Tender Documents
9	Proposed amendments and Qualifications	Proposed amendments and Qualifications
10	Detailed Construction Programme	Detailed Construction Programme
11	Detailed Cash-Flow	Detailed Cash-Flow
12	Key Personnel	Curriculum Vitae of Key Personnel and Certified Qualifications that are not older than 6 months
13	Proposed Project Organogram	Proposed Project Organogram
14	Detailed Resourcing schedule	Detailed Resourcing schedule
15	Tax Clearance certificate	Submission of valid Tax compliance status form (PIN)

### Notes:

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

## PART A

### INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	DOEEC/12/2022/2023	CLOSING DATE:	03 OCTOBER 2022	CLOSING TIME:	11h00
DESCRIPTION	Double Grade R Classroom Block (2 x classroom, 2 x store room, 2 x kitchen overall approximate size 220 square meters). Undercover play area (approximate size 27 square meters). Undercover sand pit (approximately size 13 square meters). VIP toilet block (6 x Pit Toilet) & (13 x Enviro Loo Toilets) Site works generally comprising of bulk earthworks, retaining walls, open walkways, concrete aprons, storm water channels, rainwater tanks on bases, 1 x elevated rainwater tank on stand, jungle gym, security fencing and entrance structure. New building to have full electrical installation				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Palm Square Business Centre, Silverwood House					
Bonza Bay Road, Beacon Bay					
East London					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mpho Gxashe		CONTACT PERSON	Luvo Peter	
TELEPHONE NUMBER	043 711 6000		TELEPHONE NUMBER	079 796 4158	
FACSIMILE NUMBER			FACSIMILE NUMBER	0867685414	
E-MAIL ADDRESS	<a href="mailto:Mphog@idt.org.za">Mphog@idt.org.za</a>		E-MAIL ADDRESS	<a href="mailto:kamva2011@gmail.com">kamva2011@gmail.com</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

<b>2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
--	--	---	---

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>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.</b>	

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.  1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>  1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.  1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>

- 2.3 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.4 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.5 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.6 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.7 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.8 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.9 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

## 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 interest<sup>1</sup> 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

---

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

2.2 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:

.....  
.....

### 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 consortium<sup>2</sup> 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

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

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of

Tender

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T1.1

Part T1: Tendering procedures

contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**                      or                      **90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

### 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: = ...(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

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

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been

fulfilled, the purchaser may, in addition to any other remedy it may have  
—

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>	<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
--	---

## **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

### **1. General Conditions**

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

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

Where

x is the imported content in Rand

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



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

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

1.6 A bid may be disqualified if –

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

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

3.

Item	Description of Service	Stipulated Threshold	Minimum
A	Roof Sheetting	100%	
B	Reinforcing bars	100%	
C	Window Frames	100%	
D	Door Frames	100%	
E	Gutters and Downpipes	100%	
F	Wire Products	100%	
G	Fasteners	100%	
H	School Furniture	100%	

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

(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

**IN RESPECT OF BID NO. ....**

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

.....  
NB

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

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

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in

paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

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

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

### Local Content Declaration - Summary Schedule

**Note: VAT to be excluded from all calculations**

Pula	0	EU	0	GBP	0
------	---	----	---	-----	---

[illegible]

## Annex D

## Imported Content Declaration - Supporting Schedule to Annex C

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

Pula

EU

R 9,00

GBP

R 12,00

Note: VAT to be excluded from  
all calculations

## A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
										0	
										0	
(D19) Total exempt imported value										R	-

This total must correspond with  
Annex C - C 21

## B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
										0	
(D32) Total imported value by tenderer										R	-

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

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
										0	
										0	
(D45) Total imported value by 3rd party										R	0

## D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						

Signature of tenderer from Annex B

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

Date:

This total must correspond with  
Annex C - C 23Tender  
Part T1: Tendering procedures

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T1.1

Tender Notice and Invitation to Tender

BID No: DOEEC/12/2022/2023

## Annex E

## Local Content Declaration - Supporting Schedule to Annex C

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

**Note:** VAT to be excluded from all calculations

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

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

**This total must correspond with Annex C - C24**

Signature of tenderer from Annex B

Date: \_\_\_\_\_



## EVALUATION SCHEDULE: CLIENT REFERENCES

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

The following are to be completed by the Client:

**PROJECT 1: Name & Scope –**

**Client Department:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Actual Contract Duration:** .....

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

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

.....  
 .....

**Name of Client Representative:** .....

**Designation:** .....

**Telephone:** .....

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

**Date:** .....

Stamp

Tender

Part T1: Tendering procedures

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Tender Notice and Invitation to Tender

BID No: DOEEC/12/2022/2023



## EVALUATION SCHEDULE: CLIENT REFERENCES

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

The following are to be completed by the Client:

**PROJECT 2: Name & Scope –**

**Client Department:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Actual Contract Duration:** .....

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

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

.....  
.....

**Name of Client Representative:** .....

**Designation:** .....

**Telephone:** .....

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

Tender  
Part T1: Tendering procedures

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Stamp

## EVALUATION SCHEDULE: CLIENT REFERENCES

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

The following are to be completed by the Client:

**PROJECT 3: Name & Scope –**

**Client Department:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Actual Contract Duration:** .....

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

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

.....  
 .....

**Name of Client Representative:** .....

**Designation:** .....

**Telephone:** .....

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

Stamp

## EVALUATION SCHEDULE: CLIENT REFERENCES

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

The following are to be completed by the Client:

**PROJECT 4: Name & Scope –**

**Client Department:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Actual Contract Duration:** .....

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

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

.....  
.....

**Name of Client Representative:** .....

**Designation:** .....

**Telephone:** .....

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

Stamp

## EVALUATION SCHEDULE: CLIENT REFERENCES

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

The following are to be completed by the Client

**PROJECT 5: Name & Scope –**

**Client Department:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Actual Contract Duration:** .....

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

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

.....  
.....

**Name of Client Representative:** .....

**Designation:** .....

**Telephone:** .....

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

Stamp

**EVALUATION SCHEDULE: SIMILAR PROJECT EXPERIENCE**

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

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

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

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

## **Record of Addenda to tender documents**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Identity  
number

Tenderer

## **SCHEDULE OF PLANT AND EQUIPMENT**

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted. **(Please attach proof of ownership of plant owned)**

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

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

*Attach additional pages if more space is required*

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

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

*Attach additional pages if more space is required*

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

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

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

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

*DATE: .....*



## REFERENCES

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

[illegible]

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

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

DATE:.....

## **KEY PERSONNEL**

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

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

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

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

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

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

DATE:.....

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

**CURRICULUM VITAE OF KEY PERSONNEL (COMPULSORY)**

***(CVs and Certified Qualifications that are not older than 6 months are required only for site agent and contract or project manager).***

**CV FOR CONTRACT OR PROJECT MANAGER**

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

**Certification:**

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

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

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

DATE:.....

**CV FOR SITE AGENT**

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

**Certification:**

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

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

.....  
DATE

.....  
INCUMBANT'S IDENTITY NUMBER

**CV FOR TECHNICIAN / ARTISAN**

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

**Certification:**

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

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

.....  
DATE

.....  
INCUMBANT'S IDENTITY NUMBER

**CV FOR FOREMAN**

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

**Certification:**

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

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

.....  
DATE

.....  
INCUMBANT'S IDENTITY NUMBER

## **PRELIMINARY PROGRAMME**

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

<b>NOTE: ONLY COMPUTIRSED PRELIMINARY PROGRAM WILL BE CONSIDERED</b>
--

### **PROGRAMME (EXAMPLE ONLY)**

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

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

*The following aspects of the preliminary programme will be considered:*

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

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

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

DATE:.....







## INDEPENDENT DEVELOPMENT TRUST

### C1.1 Form of Offer and Acceptance

#### Offer

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

Double Grade R Classroom Block (2 x classroom, 2 x store room, 2 x kitchen overall approximate size 220 square meters). Undercover play area (approximate size 27 square meters). Undercover sand pit (approximately size 13 square meters). VIP toilet block (6 x Pit Toilet) & (13 x Enviro Loo Toilets) Site works generally comprising of bulk earthworks, retaining walls, open walkways, concrete aprons, storm water channels, rainwater tanks on bases, 1 x elevated rainwater tank on stand, jungle gym, security fencing and entrance structure. New building to have full electrical installation

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

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

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

.....  
.....

.....  
. Rand (in words);

R ..... (in figures)

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

Signature ..... Date .....  
.....

Name ..... Identity number .....  
.....

Capacity .....

**for the tenderer**

(Name and .....  
.....  
address of  
organization) .....  
.....

Name and  
signature  
of witness .....  
.....

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

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

The terms of the contract, are contained in:

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

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

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds,

guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature ..... Date .....

Name ..... Identity number .....

Capacity .....

**for the**  
**Employer** INDEPENDENT DEVELOPMENT TRUST  
 IDT Eastern Cape Office  
 Palm Square Business Park, Silverwood House, Beacon Bay  
 EAST LONDON  
 5200

Name and .....  
 signature .....  
 of witness ..... Date .....

## Schedule of Deviations

1 Subject .....

Details .....

.....

.....

2 Subject .....

.....

.....

.....

.....

Details .....

.....

.....

Details

.....

.....

Details .....

.....

.....

.....

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

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

## INDEPENDENT DEVELOPMENT TRUST

Double Grade R Classroom Block (2 x classroom, 2 x store room, 2 x kitchen overall approximate size 220 square meters). Undercover play area (approximate size 27 square meters). Undercover sand pit (approximately size 13 square meters). VIP toilet block (6 x Pit Toilet) & (13 x Enviro Loo Toilets) Site works generally comprising of bulk earthworks, retaining walls, open walkways, concrete aprons, storm water channels, rainwater tanks on bases, 1 x elevated rainwater tank on stand, jungle gym, security fencing and entrance structure. New building to have full electrical installation

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

The Conditions of Contract are clauses 1 to 41 of the **JBCC Series 2000 Principal Building Agreement (Edition 4.1 March 2005)** published by the Joint Building Contracts Committee.

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

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

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

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

Clause	Additions, deletions and alterations
--------	--------------------------------------

- |     |   |
|-----|---|
| 1.1 | Replace the following definitions in <b>DEFINITIONS AND INTERPRETATIONS</b> with the following wording:<br><b>AGREEMENT</b> means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.<br><b>BILLS OF QUANTITIES</b> means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.<br><b>CONSTRUCTION PERIOD</b> means the period commencing on the date of site hand over and ending on the date of practical completion.<br><b>CONTRACT DOCUMENTS</b> means the Agreement and all documents referenced therein.<br><b>CONTRACT DRAWINGS</b> means the drawings listed in the Scope of Work.<br><b>CONTRACT SUM</b> means the total of prices in the Form of Offer and Acceptance.<br><b>SCHEDULE</b> means the variables listed in the Contract Data.<br><b>CORRUPT PRACTICE</b> 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<br><b>FRAUDULENT PRACTICE</b> 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.<br><b>INTEREST</b> means the interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).<br><b>SECURITY</b> means the form of security provided by the <b>employer</b> or <b>contractor</b> , as stated in the <b>schedule</b> , from which the <b>contractor</b> or <b>employer</b> may recover expense or loss. |
| 1.6 | Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:<br>Delete sub-clause 1.6.4  |
| 3.5 | Delete sub-clause 3.5   |

3.6 Delete sub-clause 3.6.

3.7 Add to the end thereof:

The **contractor** shall supply and keep a copy of the **JBCC Series 2000 Principal Building Agreement** and Preliminaries applicable to this contract on the site, to which the **employer, principal agent and agents** shall have access at all times.

3.9 Delete sub-clause 3.9

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

4.3 No clause

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

9 Clause 9.0 is amended by adding Clause 9.1.4:

The **contractor** indemnifies and holds harmless the **employer** against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the **contractor**, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by installments or otherwise shall be included by the **contractor** in the price and shall be paid by him to those to whom they may be payable. The **contractor** shall reimburse the **employer** for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the **employer** in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the **employer** is a party.

10.5 Add the following as 10.5:

**Damage to the works**

(a) Without any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall

bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary.

(b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**.

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

(d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof.

10.6 Add the following as 10.6:

**Injury to Persons or loss of or damage to Properties**

(a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal



injuries

to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable.

(b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage 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**.

(e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed.

(f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and / or repair such property and to execute the **works**.

10.7 Add the following as 10.7:

#### **HIGH RISK INSURANCE**

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions which might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

##### **10.7.1 Damage to the works**

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and hold harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary.

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, replace and/or repair the **works**, at the **contractor's** own costs.

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

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person

whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of construction.

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the **commencement date** but before commencement of the **works** submit to the **employer** proof of such insurance policy, if requested to do so.

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred subsequent upon the **contractor's** default of his obligations as set out in 10.7.1, 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered on indivisible whole.

15.1.4 Add 15.1.4 as follows:

An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days** of date of acceptance of the tender.

15.2.1 Under 41: Amend to read as follows:

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

20.1.3 No clause.

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

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

29 Clause 29.0 is amended by: -

i) The addition of the following clauses: -

Clause 29.9

"Revision to the date for **practical completion** shall only be considered when work on the critical path of the agreed programme for the works is delayed."

ii) Clause 29.10 – Acceleration

Clause 29.10.1

Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or a revision of the date for **practical completion**, the **principal agent** shall nevertheless, at any time, be entitled to instruct the **contractor** in writing to accelerate the progress of the remaining **works** to ensure that the **works** are completed by the original date for **practical completion** or revised date as the case may be.

Clause 29.10.2

Upon receipt of such instruction, the **contractor** shall take all necessary steps to ensure that the **works** are completed timeously including the provision by him of additional resources, plant, manpower, etc. and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 29.10.3

The **contractor's** entitlement to compensation arising out of or in respect of any revision to the date for **practical completion** that may have been granted by the **principal agent** or

alternatively where the **principal agent** has instructed the **contractor** to accelerate, shall be adjudicated strictly in terms of clause 32.

- 30.1 Replace reference to 36.3 at end of sentence with 36.0
  
- 31.12 Delete "Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due."
  
- 32.5.1 Add the following to the end of each of these clauses: "... due to no fault of the **contractor**."
- 32.5.4
- 32.5.7
  
- 32.12 Delete sub-clause
  
- 34.2 Add # next to 34.2
  
- 34.13 Replace "seven (7) **calendar days**" with "thirty-one (31) **calendar days**" and delete the words "subject to the **employer** giving the **contractor** a **tax** invoice for the amount due"
  
- 36.1 Add the following clauses 36.1.3 to 36.1.5 under 36.1 to read as follows:
  
- 36.1.3 The **contractor's** refusal or neglect to comply strictly with any of the conditions of contract.
  
- 36.1.4 The **contractor's** estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.
  
- 36.1.5 The **contractor**, in the judgment of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract.
  
- 36.3 Replace "**principal agent**" with "**employer**".
  
- 37.3.5 Replace "ninety (90)" with "one hundred and twenty (120)".
- 38.5.4
  
- 39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) **working days** of completion of such a report."
  
- 1.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 41.1.3 the definitions for
- (41.1.3) **CONSTRUCTION PERIOD** and **INTEREST**. Sub-clause 1.1 definitions will apply (see contract data)
  
- 10.1 Delete in the Substitute Provisions (41.0 State Clauses) clauses 10.1, 10.2 and 10.4 so that the
- 10.2 provisions of sub-clauses 10.1, 10.2 and 10.4 of the non-**state** clauses will apply to the **state**.
- 10.4
- (41.0)
  
- 11.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 11.1 so that the provisions of clause
- (41.0) 11.1 of the non-**state** clause will apply to the **state**.
  
- 12.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 12.1 so that the provisions of clause
- (41.0) 12.1 of the non-**state** clause will apply to the **state** and replace "**contractor**" in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with "The party responsible in terms of 12.1"
  
- 12.2 Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State
- (41.0) Clauses) to read "Where the **contractor** is responsible for insurances, the **contractor** shall ....."
  
- 31.11.1 Delete in the Substitute Provisions (41.0 State Clauses) sub-clauses 31.11.1 and 31.11.2 so that the
- 31.11.2 provisions of sub-clause 31.11.1 of the non-**state** clause will apply to the **state**.
- (41.0)
  
- 36.7 Add in the Substitute Provisions (41.0 State Clauses) as clauses 36.7, 37.5 and 39.5, the following:
- 37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the **employer**
- 39.5 or the **contractor**, or for any reason whatsoever, the **contractor** shall on written instruction,
- (41.0) discontinue with the **works** on a stated date and withdraw himself from the **site**. The contractor shall

not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.

- 40.2.1 Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and  
40.2.2 40.6 and replace with the following:  
40.3  
40.4  
40.5  
40.6  
(41.0)
- 40.1 Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand and the contractors on the other arise out of this **agreement**, such dispute shall be referred to adjudication.
- 40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4.
- 40.3 If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.
- 40.4 If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

**The additions to the JBCC Principal Agreement are:**

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