



INDEPENDENT DEVELOPMENT TRUST

Contract No.: DOEEC/16/2022/2023

A Tender for Category 6GB or higher CIDB Registered Contractors

DIDI SENIOR PRIMARY SCHOOL
ENYANISWENI SENIOR SECONDARY SCHOOL
GUMZANA SENIOR SECONDARY SCHOOL
LUKHANYO JUNIOR PRIMARY SCHOOL
MDATYA JUNIOR PRIMARY SCHOOL
MNCWATI JUNIOR SECONDARY SCHOOL
NCURA SENIOR SECONDARY SCHOOL

CLUSTER 1

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 Centre

Silverwood House

Bonza Bay Road

Beacon Bay

East London

Tel: (043) 711 6000

PREPARED BY:

Independent Development Trust

Palm Square Business Centre

Silverwood House

Beacon Bay East London

Tel: (043) 711 6000



INDEPENDENT DEVELOPMENT TRUST

Prefabricated structure relief programme two classroom block – supply and erect.

AT

DIDI SENIOR PRIMARY SCHOOL
ENYANISWENI SENIOR SECONDARY SCHOOL
GUMZANA SENIOR SECONDARY SCHOOL
LUKHANYO JUNIOR PRIMARY SCHOOL
MDATYA JUNIOR PRIMARY SCHOOL
MNCWATI JUNIOR SECONDARY SCHOOL
NCURA SENIOR SECONDARY SCHOOL

TENDER NO: DOEEC/16/2022/2023

CLOSING DATE: 3rd March 2023 @ 11H00

ISSUED BY:

Independent Development Trust
Palm Square Business Centre
Silverwood House
Bonza Bay Road
Beacon Bay
East London
Tel: (043) 711 6000

PREPARED BY:

Independent Development Trust
Palm Square Business Centre
Silverwood House

Beacon Bay, East London

Tel: (043) 711 6000



INDEPENDENT DEVELOPMENT TRUST

Prefabricated structure relief programme two classroom block –supply and erect.

Contents

Number	Heading
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The Tender

Part T1: Tendering procedures

	Copy of Bid Advert
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data

Part T2: Returnable documents

T2.1	List of Returnable Documents
T2.2	Returnable Schedules

The Contract

Part C1: Agreement and Contract Data

C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Construction Guarantee
C1.4	Adjudicator's appointment

Part C2: Pricing data

C2.1	Pricing Instructions
C2.2	Activity Schedule or Bills of Quantities

Part C3: Scope of Work

C3	Scope of Work
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Part C4: Site information

C4.1	Site Information
	Specification Prefabs
	Drawings



INDEPENDENT DEVELOPMENT TRUST

BID NOTICE No: DOEEC/16/2022/2023

Note: BID closes on 3rd March 2023 @ 11:00

The Independent Development Trust on behalf of the Provincial Department of Education (DoE) hereby invites prospective service providers to submit bids for construction works (Pre-fabricated 2 Classroom's) on the projects in the Eastern Cape Province as listed below.

CIDB tender value range grading as reflected in the Register of Contractors will be used as indicated below:

Project Name	Bid Number	Compulsory Briefing Meeting	CIDB Grading	Contact Person
CLUSTER 1- ALFRED DIDI SPS ENYANISWENI SSS GUMZANA SSS LUKHANYO JPS MDATYA JPS MNCWATI JSS NCURA SSS NZO EAST	DOEEC/16/2022/2023	A COMPULSORY VIRTUAL BRIEFING SESSION WILL BE HELD ON THE 13TH FEBRUARY 2023 @ 10h00. Link: Click here to join the meeting Meeting ID: 373 742 402 307 Passcode: tqgr4N	6GB or Higher	IDT –Mathongo Hesewu

Bid Documents which must be completed and submitted are available for download on IDT website: [www.idt.org.za/business-opportunities/current tender bulletin](http://www.idt.org.za/business-opportunities/current-tender-bulletin), iTender, tenders or National Treasury eTender on: www.treasury.gov.za from **3 February 2023**. All documents must be downloaded and printed by the bidders from the abovementioned sites.

Bidders shall meet the following compulsory requirements before being evaluated further

on functionality, price and Preference Points

Mandatory Requirements/Documents:

- Valid copy of a Letter of Good Standing (Workman's Compensation, COIDA) or FEM Letter of Good Standing; If a Joint Venture, then all partners must submit their own (COIDA) Registration Certificate.
- A detailed CIPC document
- Original certified ID copies of the directors as per the CIPC not older than 3 months from the closing date.
- **Fully Completed and Signed Standard Bidding Documents:**
 - ✓ Invitation to Bid (SBD 1)
 - ✓ Declaration of Interest (SBD 4)
 - ✓ Preference Points Claim Forms (SBD 6.1)
- Signed and fully completed Original Certificate/Affidavit of Authority for Signatory
- Signed Joint Venture or consortium Agreement Between Parties showing project sharing percentage (where applicable) signed by all parties.
- Proof of valid and active CIDB grading designation certificate (Joint Ventures Must submit valid and active consolidated CIDB grading registration certificate)
- Fully completed Signed Form of Offer and Acceptance.
- Fully priced and completed Bills of Quantities.
- Reference letters must be signed and stamped by Principal Agent or Client.
- 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

NB: Failure to comply with any of the above-mentioned requirements will result in automatic disqualification of the bid response.

Non-Mandatory Returnable Documents:

1. B-BBEE Certificate (Original/Original Certified Copy)
2. Tax Compliance Letter with a unique pin
3. A detailed CIPC document with all the original certified (not older than 3 months) ID's of all directors listed in CIPC.
4. For JV/Consortium partnership; must submit consolidated BBB-EE SANAS certificate.
5. Proof of Central Supplier Database (CSD) registration – CSD Number (Joint Ventures must submit CSD both JV partners)
6. Acknowledgement of Addenda to the tender document.

Evaluation Criteria

STAGE 2– Functionality

Bidders are to obtain a minimum of **60** points of the total functionality points to be considered for the next stage

FUNCTIONALITY

Functionality area	Points
Experience on similar scale projects	35 points
Qualifications & competencies of key staff	20 points
Project Specific Programme schedule and cash flow	20 points
Client References	25 points
Total	100 Points

NB: Minimum qualifying functionality threshold is **60 points out of 100**

DESCRIPTION OF FUNCTIONALITY FOR ALLOCATION OF POINTS:

1. 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 references to project of similar kind, complexity and value in terms of the CIDB categorization. In support tenderers are to complete the "Project Experience" returnable schedule.

2. Qualifications and Key Personnel (20 points)

Points are allocated for educational qualifications 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 (as per returnable schedule B 3.1 and B 3.2)

- A. Highest qualifications (8 points)
- B. Competence of Key Personnel (Subtotal 12 Points)

3. 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 (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

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

4. Client References (25 points)

Points are allocated for performance on previous projects executed in terms of the respective completed "Client Reference Scorecards" (see returnable schedules) for the projects listed on the abovementioned "Relevant Project Experience" returnable schedule and attach thereto copies of relevant completion certificates (appointment letter, practical completion or works completion or final completion or an original certified letter from the client confirming completion of such a project).

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

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					
Project management					
Rectification of condemned work					
Tidiness of site					

1.1 STAGE 2 –

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women 100% Ownership	3	6		
Youth 100% Ownership	3	6		
People with Disabilities 100% Ownership	2	4		
Black Male 100% Ownership	2	4		

Source Documents to be submitted with the Bid

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

- 1.2 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

For enquiries, please contact:

PROVINCE		CONTACT PERSON FOR ENQUIRIES	CONTACT NUMBERS	EMAIL ADDRESSES
Eastern Cape				
	Technical Queries	Mathongo Hesewu	043 711 6000	mathongoH@idt.org.za
	SCM Queries	Nomnikelo Dyasi	043 711 6000	Nomnikelod@idt.org.za

DEPOSIT/RETURN OF BID DOCUMENTS:

- Telegraphic, telephonic, telex, facsimile, electronic and/or late bids will not be accepted
- Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the Bid Data document
- All bids must be submitted on the official forms – (not to be re-typed)
- Bids will not be opened in public

BID DOCUMENTS MAY BE POSTED TO: N/A	OR	DEPOSITED IN THE BID BOX AT: INDEPENDENT DEVELOPMENT TRUST, PALM SQUARE BUSINESS PARK, SILVERWOOD HOUSE, BONZA BAY ROAD, BEACON BAY, EAST LONDON
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INDEPENDENT DEVELOPMENT TRUST

T1.1 Tender Notice and Invitation to Tender

Prefabricated structure relief programme two classroom block - supply and erect.

It is estimated that tenderers should have a CIDB contractor **grading of 6GB or higher**

The physical address for **collection** of tender documents is:

INDEPENDENT DEVELOPMENT TRUST OFFICES

Independent Development Trust
Palm Square Business Centre
Silverwood House
Bonza Bay Road
Beacon Bay
East London

Documents will be available from the **3 February 2022**.

The tender documents must be downloaded from IDT Website www.idt.org.za/ business opportunities/current bulletin, iTender, eTender or National Treasury as per tender Advert

Queries relating to the issues of these documents may be addressed to:

Mr. Mathongo Hesewu

Tender
Part T1: Tendering procedures

T1.1

Tel No 043 711 6000

E- mail

mathongoh@idt.org.za

Programme Manager

Tender documents to be submitted at the tender box of the IDT office:

INDEPENDENT DEVELOPMENT TRUST OFFICES

Palm Square Business Centre

Silverwood House

Bonza Bay Road, Beacon Bay

East London

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

PLEASE NOTE THE FOLLOWING IMPORTANT DATES

- **Tender Closing Date: 3rd March 2023@ 11h00**

Tender

Part T1: Tendering procedures

T1.1

INDEPENDENT DEVELOPMENT TRUST

Prefabricated structure relief programme two classroom block – supply and erect.

T1.2 Tender Data

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

Clause number Tender Data for BID NO: DOEEC/16/2022/2023

- F.1.1** The employer is the **Independent Development Trust, Eastern Cape**
- F.1.2** The tender documents issued by the employer comprises:
 - T1.1 Tender notice and invitation to tender
 - T1.2 Tender data
 - T2.1 List of returnable documents
 - T2.2 Returnable schedules
 - Part 1: Agreements and contract data**
 - C1.1 Form of offer and acceptance
 - C1.2 Contract data
 - C1.3 Form of Guarantee
 - C1.4 Adjudicator's appointment
 - Part 2: Pricing data**
 - C2.1 Pricing instructions
 - C2.2 Activity schedules / Bills of Quantities
 - Part 3: Scope of work**
 - C3 Scope of work
 - Part 4 : Site information**
 - C4.1 Site information
 - C4.2 Specification Prefabs
 - C4.3 Drawings

F.1.4 The employer's agent is:

Independent
Development Trust
Palm Square
Business Centre
Silverwood House
Bonza Bay Road Beacon
Bay East London

F.2.1 Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **Grade 6GB or higher 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 There shall be no 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
F2.15.1 offer package are:

Location of tender box: Physical address: -

INDEPENDENT DEVELOPMENT TRUST OFFICES
Palm Square Business Park
Silverwood House
Bonza Bay Road
Beacon Bay

Identification details:

Project no: BID No: DOEEC/16/2022/2023

Title: Prefabricated structure relief programme two classroom block –
supply and erect

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

Closing date: 3 March 2023 Closing time: 11h00

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

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

F.2.17 The contract duration is **2 Calendar Months** from date of Site Handover.

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

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

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

No	Gate Keeper (Compulsory) Criteria	Gate Keeper Criteria Description
1	Proof of authority to sign the document must be submitted e.g., company resolution.	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. No Copies, no correctional fluids, erasable pen or a lead pencil must be used in the BOQ. Only black ink must be used to complete documents. Any mistakes must be neatly crossed out and countersigned by all relevant parties. All blanks' spaces to be completed.
5	Consortium / Joint Venture Agreement	If Applicable , JV Agreement signed by all parties of the JV. and signed & stamped by the commissioner of oaths.
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	Duly completed Declaration of Interest (SBD 4)	Fully & Duly Completed and Signed Declaration of Interest Form (SBD 4). All blank spaces must be completed. Bidders to indicate items that are not applicable.
9	Declaration of Bidders Past SCM Practices (SBD 8)	Fully & Duly Completed and Signed SBD 8 Form. All blank spaces must be completed. Bidders to indicate items that are not applicable.
10	Certificate of Independent Bid Determination (SBD 9)	Fully & Duly Completed and Signed SBD 9 Form. All blank spaces must be completed. Bidders to indicate items that are not applicable.
11	Duly Completed and Signed Preference points claim form in terms of PPPFA, Procurement Regulations 2017 (SBD 6.1)	Fully & Duly Completed and Signed Preference points claim form in terms of PPPFA, Procurement Regulations 2017 (SBD 6.1). All blanks' spaces must be completed. Bidders to indicate items that are not applicable.
12	Duly Completed and Signed Local content form (SBD 6.2)	<p>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.</p> <p>Only locally (South Africa) manufactured product that meet the stipulated minimum threshold for local content will be considered (Preferential Procurement Regulations 2017).</p> <p>A Bid that fails to meet the stipulated threshold for local production and content is unacceptable and will be disqualified</p>

13	No Copies, no correctional fluids, erasable pen or a lead pencil will be	No Copies, no correctional fluids, erasable pen or a lead pencil will be used on any of the submitted forms. Only black ink must
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	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.	be used to complete documents. Any mistakes must be neatly crossed out and countersigned by all relevant parties.
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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

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:

- 100 points – Quality
 - 35points – Experience on similar scale projects
 - 20 points – Qualifications & competencies of key staff
 - 20 points – Project Specific Programme schedule and cash flow
 - 25 points – Client References

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.**

ALLOCATION OF FUNCTIONALITY POINTS

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 references to project of similar kind, complexity** and value in terms of the CIDB categorization. In support tenderers are to complete the **“Project Experience”** returnable schedule.

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

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

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 (as per returnable schedule B 3.1 and B 3.2)

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

Highest qualifications and Professional Registration (8 points)

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

Competence of Key Personnel (Subtotal 12 Points)

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

Project Schedule (20 points):

Points are awarded for project duration undertaking as per returnable activity schedule B1.2. This represents only key project deliverables and runs from the assumed start date indicated, for purposes of uniformity and ease of comparison. Failure to populate returnable schedule B1.2 in full will result in zero points awarded (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

Client References (25 points):

Points are allocated for performance on previous projects executed in terms of the respective completed "Client Reference Scorecards" (see returnable schedules) for the projects listed on the abovementioned "Relevant Project Experience" returnable schedule and attach thereto copies of relevant completion certificates (appointment letter, practical completion or works completion or final completion or an original certified letter from the client confirming completion of such a project).

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

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					
Project management					
Rectification of condemned work					
Tidiness of site					

PART T2: RETURNABLE DOCUMENTS

T2.2 Returnable Schedules

T2.1.20 EVALUATION SCHEDULE: CLIENT REFERENCES

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

The following are to be completed by the Client or Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. Client or Principal Agent must sign and stamp the documents, failure to obtain both signatures and stamps will result in no allocation of points

1. PROJECT NAME AND SCOPE:

Principal agent:

Client:..

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					
Project management					
Rectification of condemned work					
Tidiness of site					

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

.....
.....

Name of Client Representative:

Designation:

Telephone:

Client Signature:

Date:

Stamp

T2.1.20 EVALUATION SCHEDULE: CLIENT REFERENCES

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

The following are to be completed by the Client or Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. Client or Principal Agent must sign and stamp the documents, failure to obtain both signatures and stamps will result in no allocation of points

2. PROJECT NAME AND SCOPE:

Principal agent:

Client:.. ..

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					
Project management					
Rectification of condemned work					
Tidiness of site					

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

.....
.....

Name of Client Representative:

Designation:

Telephone:

Client Signature: Date:

Stamp

T2.1.20 EVALUATION SCHEDULE: CLIENT REFERENCES

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

The following are to be completed by the Client or Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. Client or Principal Agent must sign and stamp the documents, failure to obtain both signatures and stamps will result in no allocation of points

3. PROJECT NAME AND SCOPE:

Principal agent:

Client:..

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					
Project management					
Rectification of condemned work					
Tidiness of site					

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

.....
.....

Name of Client Representative:

Designation:

Telephone:

Client Signature: Date:

Stamp

T2.1.20 EVALUATION SCHEDULE: CLIENT REFERENCES

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

The following are to be **completed by the either Client or Principal Agent** and is to be supported in each case by a letter of award and the works completion certificate. Either Client or Principal Agent must sign and stamp the documents, failure to obtain both signatures and stamps will result in no allocation of points.

PROJECT NAME and SCOPE OF WORK:

Principal agent:

Client: ..

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					
Project management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

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

.....

Principal Agent Firm:

Telephone:

PA Signature:

Date:

Stamp

Client Signature:

Date:

Stamp

T2.1.20 EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

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

The following are to be **completed by the either Client or Principal Agent** and is to be supported in each case by a letter of award and the works completion certificate. Either Client or Principal Agent must sign and stamp the documents, failure to obtain both signatures and stamps will result in no allocation of points.

PROJECT NAME and SCOPE OF WORK:

Principal agent:.....

Client: ..

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					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

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

.....

Principal Agent Firm:

Telephone:.....

PA Signature:

Date:

Stamp

Client Signature:

Date:

Stamp

Relevant Experience (Returnable schedule)

The Tenderer shall provide details of his performance on each of the previous relevant projects. Failure to complete the table below will result in no points allocated. No "see attached" will be accepted

LIST THE FIVE LARGEST PROJECTS COMPLETED BY YOUR FIRM IN THE LAST TEN YEARS			
<i>Name of Project Completed and Scope of work</i>	<i>Name of Project Manager & Telephone no.</i>	<i>Name of Client & Telephone no.</i>	<i>Value of Project</i>

Record of Addenda to tender documents

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Identity
number

Tenderer

SCHEDULE OF PLANT AND EQUIPMENT

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

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

PLANT AND EQUIPMENT	DESCRIPTION (type, size, capacity etc)	LICENSE NUMBER	YEAR OF MANUFACTURE
<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**

PLANT AND EQUIPMENT	DESCRIPTION (type, size, capacity etc)	LICENSE NUMBER	HOW ACQUIRED	
			HIRE/ BUY	SOURCE
<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

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

Certification:

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

SIGNATURE: IDENTITY NUMBER:

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

DATE:.....

CV FOR SITE AGENT

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

Certification:

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

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

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

CV FOR TECHNICIAN / ARTISAN

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

Certification:

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

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

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

CV FOR FOREMAN

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

Certification:

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

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

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

PRELIMINARY PROGRAMME

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

NOTE: ONLY COMPUTIRSED PRELIMINARY PROGRAM WILL BE CONSIDERED

PROGRAMME (EXAMPLE ONLY)

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

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

The following aspects of the preliminary programme will be considered:

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

SIGNATURE: IDENTITY NUMBER:

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

DATE:.....

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INDEPENDENT DEVELOPMENT TRUST

BID NUMBER:	DOEEC/16/2022/2023	CLOSING DATE:	3 rd March 2023	CLOSING TIME:	11H00
-------------	--------------------	---------------	----------------------------	---------------	-------

DESCRIPTION

Prefabricated structure relief programme two classroom block – supply and erect

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED

Independent Development Trust Offices

Palm Square Business Park

Silverwood House

Bonza Bay Road

Beacon Bay

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Ms. Nomnikelo Dyasi	CONTACT PERSON	Mr. Mathongo Hesewu
TELEPHONE NUMBER	(043) 711 6000	TELEPHONE NUMBER	043 711 6000
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	nomnikelid@idt.org.za	E-MAIL ADDRESS	mathongoh@idt.org.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

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

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹ "State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

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

4 DECLARATION

I, THE UNDERSIGNED (NAME) CERTIY
THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

NOTE: Failure of a tenderer to fully complete and sign this part of this SBD form in full will invalidate the tender

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

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

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

2. GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

2.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

3. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

5. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women 100% Ownership	3	6		
Youth 100% Ownership	3	6		
People with Disabilities 100% Ownership	2	4		
Black Male 100% Ownership	2	4		

Source Documents to be submitted with the Bid or RFQ

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

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:

Prefabricated structure relief programme two classroom block – supply and erect

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
Palm Square Business Centre
Silverwood House
Bonza Bay Road
Beacon Bay

East London

Name and
signature

of witness

Date

Schedule of Deviations

1 Subject

Details

.....

.....

.....

2 Subject

Details

.....

.....

.....

3 Subject

Details

.....

.....

4 Subject

Details

.....

.....

5 Subject

Details

.....

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

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

INDEPENDENT DEVELOPMENT TRUST

Prefabricated structure relief programme two classroom block – supply and erect

C1.2 Contract Data for BID NO: DOEEC/16/2022/2023

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 | <p>Replace the following definitions in DEFINITIONS AND INTERPRETATIONS with the following wording:</p> <p>AGREEMENT means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.</p> <p>BILLS OF QUANTITIES means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.</p> <p>CONSTRUCTION PERIOD means the period commencing on the date of site hand over and ending on the date of practical completion.</p> <p>CONTRACT DOCUMENTS means the Agreement and all documents referenced therein.</p> <p>CONTRACT DRAWINGS means the drawings listed in the Scope of Work.</p> <p>CONTRACT SUM means the total of prices in the Form of Offer and Acceptance.</p> <p>SCHEDULE means the variables listed in the Contract Data.</p> <p>CORRUPT PRACTICE means the offering, giving, receiving, and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution</p> <p>FRAUDULENT PRACTICE means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p> <p>INTEREST means the interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).</p> |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- SECURITY** means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss.
- 1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:
Delete sub-clause 1.6.4
- 3.5 Delete sub-clause 3.5
- 3.6 Delete sub-clause 3.6.
- 3.7 Add to the end thereof:

The **contractor** shall supply and keep a copy of the **JBCC Series 2000 Principal Building Agreement and Preliminaries** applicable to this contract on the site, to which the **employer**, **principal agent** and **agents** shall have access at all times.
- 3.9 Delete sub-clause 3.9
- 3.10 Replace the second reference to "**principal agent**" with the word "**employer**".
- 4.3 No clause
- 5.1.2 Under clause 41 – include reference 32.6.3; 34.3; 34.4 and 38.5.8 in terms of which the **employer** has retained its authority and has not given a mandate to the **principal agent** and in terms of which the **employer** shall sign all documents.
- 9 Clause 9.0 is amended by adding Clause 9.1.4:

The **contractor** indemnifies and holds harmless the **employer** against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the **contractor**, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalty's 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 immoveable property or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable.
- (c) The **contractor** shall upon receiving a **contract instruction** from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost therefore from the **contractor** or to deduct the same from amounts due to the **contractor**.
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed.
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and / or repair such property and to execute the **works**.

10.7 Add the following as 10.7:

HIGH RISK INSURANCE

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

10.7.1 Damage to the works

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

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

10.7.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.

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

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

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

15.1.4 Add 15.1.4 as follows:

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

15.2.1 Under 41: Amend to read as follows:

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

20.1.3 No clause.

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

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

29 Clause 29.0 is amended by: -

i) The addition of the following clauses: -

Clause 29.9

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

ii) Clause 29.10 – Acceleration

Clause 29.10.1

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

Clause 29.10.2

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

Clause 29.10.3

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

- 30.1 Replace reference to 36.3 at end of sentence with 36.0
- 31.12 Delete "Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due."
- 32.5.1 Add the following to the end of each of these clauses: "... due to no fault of the **contractor**."
32.5.4
32.5.7
- 32.12 Delete sub-clause
- 34.2 Add # next to 34.2
- 34.13 Replace "seven (7) **calendar days**" with "thirty-one (31) **calendar days**" and delete the words "subject to the **employer** giving the **contractor** a **tax** invoice for the amount due"
- 36.1 Add the following clauses 36.1.3 to 36.1.5 under 36.1 to read as follows:
- 36.1.3 The **contractor's** refusal or neglect to comply strictly with any of the conditions of contract.
- 36.1.4 The **contractor's** estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.
- 36.1.5 The **contractor**, in the judgment of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract.
- 36.3 Replace "**principal agent**" with "**employer**".
- 37.3.5 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
(41.0) or the **contractor**, or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a stated date and withdraw himself from the **site**. The contractor shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.
- 40.2.1
40.2.2
40.3 Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and 40.6 and replace with the following:
- 40.4
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	A1.0	Labour intensive component of the works
	A1.1	<p>Payment of labor-intensive component of the works.</p> <p>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.</p>
	A1.2	<p>Applicable labour laws</p> <p>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.</p>
	1	Introduction
	1.1	This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.
	1.2	<p>In this document –</p> <ul style="list-style-type: none"> (a) “department” means any department of the State, implementing agent or contractor; (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP; (c) “worker” means any person working in an elementary occupation on a SPWP; (d) “Elementary occupation” means any occupation involving unskilled or semi-skilled work; (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP; (f) “task” means a fixed quantity of work; (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task; (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed (i) “time-rated worker” means a worker paid on the basis of the length of time worked.
	2	Terms of Work
	2.1	Workers are employed on a temporary basis or contract basis.
	3	Normal Hours of Work
	3.1	<p>An employer may not set tasks or hours of work that require a worker to work–</p> <ul style="list-style-type: none"> (a) more than forty hours in any week; (b) on more than five days in any week; and (c) for more than eight hours on any day.
	3.2	An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
	4	Meal Breaks
	4.1	A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
	4.2	An employer and worker may agree on longer meal breaks.
	4.3	A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a

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

		<p>(b) on an earlier date –</p> <p>(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or</p> <p>(ii) if agreed to between employer and worker; or</p> <p>(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.</p>
	9.6	A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
	10	Family responsibilities leave
	10.1	Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
		<p>(a) when the employee's child is born;</p> <p>(b) when the employee's child is sick;</p> <p>(c) in the event of a death of –</p> <p>(i) the employee's spouse or life partner;</p> <p>(ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.</p>
	11	Statement of Conditions
	11.1	<p>An employer must give a worker a statement containing the following details at the start of employment –</p> <p>(a) the employer's name and address and the name of the SPWP;</p> <p>(b) the tasks or job that the worker is to perform; and</p> <p>(c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;</p> <p>(d) the worker's rate of pay and how this is to be calculated;</p> <p>(e) the training that the worker will receive during the SPWP.</p>
	11.2	An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
	11.3	An employer must supply each worker with a copy of these conditions of employment.
	12	Keeping records
	12.1	Every employer must keep a written record of at least the following –
		<p>(a) the worker's name and position;</p> <p>(b) in the case of a task-rated worker, the number of tasks completed by the worker;</p> <p>(c) in the case of a time-rated worker, the time worked by the worker;</p> <p>(d) payments made to each worker.</p>
	12.2	The employer must keep this record for a period of at least three years after the completion of the SPWP.
	13	Payment
	13.1	An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
	13.2	A worker may not be paid less than the minimum wage rate of R95 per day or per task. This will be adjusted annually on the 1 st of November in line with inflation (available CPI as provided by Stats SA six (6) weeks before implementation)
	13.3	A task-rated worker will only be paid for tasks that have been completed.
	13.4	An employer must pay a task-rated worker within five weeks of the work being completed

		and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
	13.5	A time-rated worker will be paid at the end of each month.
	13.6	Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
	13.7	Payment in cash or by cheque must take place –
		(a) at the workplace or at a place agreed to by the worker; (b) during the worker's working hours or within fifteen minutes of the start or finish of work; (c) in a sealed envelope which becomes the property of the worker.
	13.8	An employer must give a worker the following information in writing –
		(a) the period for which payment is made; (b) the numbers of tasks completed, or hours worked; (c) the worker's earnings; (d) any money deducted from the payment; (e) the actual amount paid to the worker.
	13.9	If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
	13.10	If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.
	14	Deductions
	14.1	An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
	14.2	An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
	14.3	An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
	14.4	An employer may not require or allow a worker to –
		(a) repay any payment except an overpayment previously made by the employer by mistake; (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or (c) pay the employer or any other person for having been employed.
	15	Health and Safety
	15.1	Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
	15.2	A worker must –
		(a) work in a way that does not endanger his/her health and safety or that of any other person; (b) obey any health and safety instruction; (c) obey all health and safety rules of the SPWP; (d) use any personal protective equipment or clothing issued by the employer; (e) report any accident, near-miss incident or dangerous behavior by another person to their employer or manager.
	16	Compensation for Injuries and Diseases
	16.1	It is the responsibility of the employers (other than a contractor) to arrange for all persons

		employed to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
	16.2	A worker must report any work-related injury or occupational disease to their employer or manager.
	16.3	The employer must report the accident or disease to the Compensation Commissioner.
	16.4	An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.
	17	Termination
	17.1	The employer may terminate the employment of a worker for good cause after following a fair procedure.
	17.2	A worker will not receive severance pay on termination.
	17.3	A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
	17.4	A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
	17.5	A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
	18	Certificate of Service
	18.1	On termination of employment, a worker is entitled to a certificate stating-
		(a) the worker's full name; (b) the name and address of the employer; (c) (d) the work performed by the worker; (e) any training received by the worker as part of the SPWP; (f) the period for which the worker worked on the SPWP; (g) any other information agreed on by the employer and worker.
A2	A2.0	Mandatory Sub-Contracting (Only for projects above R 30 Million)
	A2.1	The Contractor must sub-contract 30% of the work to Domestic Sub-Contractors. The Sub-Contractors shall have a CIDB grading. Attendance, management, and supervision to Domestic Sub-contractors as stated above should be priced under the relevant items in the Preliminaries section of the bills of quantities and no further claims will be entertained
		The Contractor shall, directly after appointment and without delay, enter into domestic sub-contracts with the Domestic Sub-Contractors and forward a copy of these agreements to the Principal Agent. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.
		The Contractor will be responsible for all assistance and training required by the Sub-Contractor/s to complete the Project successfully, irrespective of the mandatory sub-contracting requirement of this contract, the Contractor will at all times be the responsible party in accordance with the conditions of contract. Any amount required for management training of sub-contractors must be priced and included in the Main Contractors Preliminary and General.
A3		
A4	A4.0	Attendance to Domestic Sub-Contractors in terms of clauses A2 above

	A4.1	The attendance of to the Domestic Sub-Contractor appointed in terms of clauses A2 above shall be priced under the relevant specific preliminaries item in the Preliminaries Section of the Bills of Quantities.
A5	A5.0	
	A5.1	
A6	A6.0	Expanded Public Works Programme
	A6.1	The Contractor will be required to employ staff which satisfies the EPWP requirements as per the Guidelines for the implementation of labor-intensive infrastructure projects.

Part 1: Contract Data Completed by the Employer

Clause	Item and data
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1.2	Palm Square Business Park Silverwood House Bonza Bay Road Beacon Bay Contact: 047 7116000 Contact person: Nyameko Goqi Email: nyamekog@idt.org.za
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5.1	THE PRINCIPAL AGENT
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5.2	Agent (1): ARCHITECTS
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5.3	Agent (2): QUANTITY SURVEYORS
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5.4	Agent (3): CIVIL AND STRUCTURAL WORKS
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5.5 Agent (4): ELECTRICAL ENGINEERING

- 1.1 **The Works comprises: Prefabricated structure relief programme two classroom block – supply and erect**
- 1.1
22.2 The **Works** or installations to be undertaken by **direct contractors** comprises
Prefabricated structure relief programme two classroom block – supply and erect
- 41.0 The Employer is an organ of **State**
- 31.11.2
- 11.2 ☐ The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply.
- 31.4.2 ☐ Lateral support insurance is to be effected by the **contractor**
- 26.1.2 ☐ Payment will be made for materials and goods
- ☐ Extended **defects** liability period will apply to the following elements:
NOT APPLICABLE
- 15.2.1 Possession of the **site** is to be given on the date in the schedule providing the **employer** with **construction guarantees** in accordance with the provisions of 14.0.
- 15.3 The period for the commencement of the **works** after the **contractor** takes possession of the site is ten (10) **working days**.
- For the **works** as a whole:
The date for **practical completion** is **2 Calendar Months** after contractual commencement date
The **penalty** per **calendar day** is 16.5 cents per R100 of the contract value
- 1.2 The law applicable to the agreement shall be that of the Republic of South Africa.

10.1; 10.2 and 12.1	Contract insurance is to be affected by the contractor .
10.1 10.2 12.1	Contract works insurance is to be affected by the contractor for a sum not less than the contract sum plus 20% with a deductible in an amount that the contractor deems appropriate.
10.1 10.2 12.1	Supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association.
11.1 , 12.1	Public liability insurance to be affected by the contractor for an amount of R5 000 000.00 with a deductible in an amount as determined by the contractor's insurance company.
11.2 , 12.1	Support insurance to be affected by the contractor for the sum of NOT APPLICABLE with a deductible in an amount that the contractor deems appropriate.
3.3, 15.1.3, 31.16.2	A waiver of the contractor's lien or right of continuing possession is required .
3.7	Three copies of the construction documents are to be supplied to the contractor free of charge.
3.4	JBCC Engineering General Conditions are not to be included in the contract document.
31.5.3	The contract value is to be adjusted using CPAP indices. The base month for the application of CPAP is the month of the closing of the tender and the following alternative indices are applicable:
31.3	There is no latest day of the month for the issue of an interim payment certificate.
14.5	The employer will not provide advanced payments against an advanced payment guarantee.
14.2 and 14.4	The construction guarantee is to be a fixed guarantee in an amount of 10% of the contract sum and payment reduction
40.0	Dispute resolution shall be by adjudication or Dispute determinations shall be by arbitration

Part 2: Contract Data completed by the Contractor

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

INDEPENDENT DEVELOPMENT TRUST

Prefabricated structure relief programme two classroom block – supply and erect

C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

...

Physical address

...

.....

...

Guarantor's signatory 1 Capacity

...

Guarantor's signatory 1 Capacity

...

Employer means **The Independent Development Trust**

Contractor means

...

Agent means **IDT**

Prefabricated structure relief programme two classroom block – supply and erect

Site means

The designated site to be shown to the contractor is at : Didi SPS, Enyanisweni SSS, Gumzana SSS, Lukhanyo JPS, Mdatya JPS, Mncwati JSS and Ncura SSS

Agreement means the JBCC Series 2000 Principal Agreement Edition 4.1 Code 2101 March 2005

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R

Amount in words

(Rand)

Guaranteed Sum means the maximum aggregate amount of R

...

Amount in words

(Rand)

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

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

2 The Guarantor hereby acknowledges that:

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

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

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

- 3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2
 - 3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.
 - 3.3 A copy of the said payment certificate, which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.
- 4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:
- 4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or
 - 4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.
- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the

jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at Date
...

Guarantor's Signatory 1 Guarantor's Signatory 2
...

Identity number Identity number
...

Witness 1 Witness 2
...

Guarantor's seal or stamp

INDEPENDENT DEVELOPMENT TRUST

Prefabricated structure relief programme two classroom block – supply and erect

ADJUDICATOR'S AGREEMENT

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

..... (name of company / organisation)

of

..... (address)

and

..... (name of company / organisation)

of

..... (address)

(the Parties) and

..... (name)

of

..... (address)

(the Adjudicator).

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

. . . and known as.

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

* Delete as necessary

IT IS NOW AGREED as follows:

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

sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:	SIGNED by:	SIGNED by:
Name:	Name:	Name:
ID:	ID:	ID:
who warrants that he / she is duly authorized to sign for and on behalf of the first Party in the presence of	who warrants that he / she is duly authorized to sign for and behalf of the second Party in the presence of	the Adjudicator in the presence of
Witness	Witness:	Witness:
Name:	Name	Name:
Address:	Address:	Address:
Date:	Date:	Date:

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R in respect of all time spent upon, or in connection with, the adjudication including time spent traveling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 31 days after receipt of invoice,

* Delete as necessary

INDEPENDENT DEVELOPMENT TRUST

Prefabricated structure relief programme two classroom block – supply and erect

C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Seventh Edition), 1999. Where applicable the:
 - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
 - b) Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
 - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, and March 2005. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the various parts of the JBCC Series 2000 Preliminaries as prepared by the Joint Building Contracts Committee, Edition 4.1, and March 2005. The additions, deletions and alterations to the various parts of the JBCC Series 2000 Preliminaries as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of

	Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
6	The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.
7	Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
8	The rates contained in the Bills of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed.
9	Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.
10	An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
11	Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
12	The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities
13	The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
14	The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.
15	Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.
16	The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities: <ul style="list-style-type: none"> a) an amount which is not to be varied, namely Fixed (F) b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related(T).
17	Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following

breakdown:

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

- 18 The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 19 All work is to be constructed using labor-intensive methods. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a variation order to the contract
- 20 Payment for items, which are designated to be constructed under labour-intensively, will not be made unless they are constructed using labor-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- 21 The tenderer is to acquaint himself as to the specific requirements of this tender as contained in additional clauses A1 to A6 to the JBCC Principal Agreement as incorporated in the Contract Data. These clauses may be priced under the relevant Preliminaries items in SECTION C: SPECIFIC PRELIMINARIES of the Preliminaries Bill. No claim will be entertained due to the failure of the tenderer to allow for these requirements



INDEPENDENT DEVELOPMENT TRUST

Prefabricated structure relief programme two classroom block – supply and erect

DIDI SENIOR PRIMARY SCHOOL
ENYANISWENI SENIOR SECONDARY SCHOOL
GUMZANA SENIOR SECONDARY SCHOOL
LUKHANYO JUNIOR PRIMARY SCHOOL
MDATYA JUNIOR PRIMARY SCHOOL
MNCWATI JUNIOR SECONDARY SCHOOL
NCURA SENIOR SECONDARY SCHOOL

CLUSTER 1.

C2.2 Bills of Quantities

Item No	Quantity	Rate	Amount
<u>PRELIMINARIES</u>			
<p>The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause.</p> <p>Fixed:_____Value related:_____Time related:_____</p>			
<u>ALTERNATIVE BUILDING TECHNOLOGY</u>			
<p>The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (1999 Edition), the Department of Public Works document No. PW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.</p> <p>The Tenderer must make reference to Architects Drawings attached for desired layout and look.</p> <p>All prices for the Prefabricated Building Bill of Quantities must include for all establishment and overhead charges to be incurred by the specialist supplier and sub-contractor. No additional charge will be entertained by the Employer for failure to price accordingly.</p>			
<u>SUPPLEMENTARY PREAMBLES</u>			
<p><u>Proprietary products in descriptions:</u></p> <p>Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.</p>			
Carried to Collection			R
<p>Bill No. 1 Alternative Building Technology</p>			

PREFABRICATED BUILDING STRUCTURES

NOTE: All the alternative building technology buildings are design build therefore the contractor must employ a competent qualified design team for the design, construction supervision and commissioning of the buildings. The Modular Structures Specifications for Design, Manufacture, Supply, Deliver and Erect Prefabricated Structures attached to these Bills must be applied by the design team. JBCC principal building agreement clause will not apply on the alternative building technology buildings.

Description of erection process:

All material, workmanship, etc are to be of highest quality and must comply with SANS 10400 and SANS 204:2011.

A Temporary Floor Construction Method is to be used for this Project, where temporary suspended floors constructed out of 19mm Treated Shutterboard (or similar approved) are placed on an Engineer Designed Galvanised Steel Structure.

The area under the floor structure is to be closed off with a durable side wall material. (Breathable Allow for Ventilation)

Shop drawings and designs:

Successful Contractor must provide the Principal Agent with shop drawings and floor designs before commencing with works on site. The Contractor must resume with the works only after the Client / Principal agent has approved the design of the buildings.

Carried to Collection

Bill No. 1
Alternative Building Technology

R

Quality certificates:

1. Contractor must provide compaction certificate for density.
2. Certificate of compliance for fire Extinguishers.
3. Contractor must provide a structural walling certificate.
4. Contractor must provide a roof covering certificate.
5. Contractor must provide a certificate of compliance for electrical installation.
6. Contractor must provide a lighting protection certificate where applicable.
7. Contractor must provide a commission certificate for the entire building, it must also confirm the life expectancy of the building which be not less than 50 years.

Two (2) Classroom block "Prefabricated structure"

- 1 Construction of prefabricated structure for classrooms **(60m2 per classroom)** building size 17,180mm x 8,880mm wide x 3,000mm high overall, building width is **inclusive of verandah 1,600mm wide** with verandah poles encased in concrete.(Floor Construction Temporary)Prefabricated structure complete including prefabricated walling, doors, windows, ceilings, roofs, Electrical and finishes. Structure to conform to the NHBRC and SANS standards. Each classroom must have a pinning board size 4800 x 1200mm high, steel cabinet 900 x 450 x 1800mm high and chalk board size 4800 x 1200mm high. The structures must also include barge boards, fascia boards, gutters and downpipes.
- Refer to T2.2W for further specifications

No

1

Carried to Collection

R

Bill No. 1
Alternative Building Technology

Bill No. 1

Alternative Building Technology

COLLECTION

Total Brought Forward from Page No.

Page
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Amount

Carried to Summary

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Bill No. 1
Alternative Building Technology

Item No	Labour Ref		Unit	Quantity	Rate	Amount
		<u>EXTERNAL WORK (PROVISIONAL)</u>				
		The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (1999 Edition), the Department of Public Works document No. OW 371 Specification of Materials and Methods to be used and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		<u>Proprietary products in descriptions:</u>				
		Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.				
		<u>BULK EARTHWORKS. PLATFORMS. CUT-OFF DRAINS. ETC</u>				
	LI	<u>Clearing of site:</u>				
1		Allow for clearing the area of the site to be built upon of all grass, weeds, shrubs, trees with trunks not exceeding 200mm girth, debris, etc., including grubbing up all roots, scoffling up as required and cart away all vegetation and debris.	m2	192		
	LI	<u>Open face excavation not exceeding 2m deep:</u>				
2		Over site to reduce levels and depositing excavated material in prescribed stock piles on site.	m3	40		
		Carried to Collection			R	
		Bill No. 2 External Work				

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	<u>Precast concrete finished smooth on exposed surfaces including bedding, jointing and pointing:</u>				
10	150 x 240mm high x 145mm internal diameter Precast Half-Round Channel (30Mpa) with 30mm Mortar infill between channel and brickwork on 75mm thick 3:1 (sand/cement) bedding projecting 100mm beyond channel including all necessary excavations, backfilling, compaction, carting away, etc.Code (CH2103)	m	16		
11	Extra over for angles, intersections, ends, dressing into sides of catchpits, etc.	No	4		
	<u>WALKWAYS AND VERANDAH</u>				
	<u>Earth filling supplied by the contractor under pavings etc:</u>				
12	Over site of SUBGRADE (G6) material compacted to 95% Mod A.A.S.H.T.O. density.	m3	5		
	<u>Prescribed density tests on filling:</u>				
13	In-situ dry density test.	No	4		
	<u>Paving of 100 x 200 x 60mm bevelled Interlocking Pavers (SLATE) laid in stretcher bond on and including 20mm thick sand bed:</u>				
14	Paving to walkway areas etc to falls.	m2	32		
15	1:6 sand/cement mix is to be swept into joints between concrete pavers.	m2	32		
16	Extra over ordinary paving for 200mm wide block-on-flat header course edging on 100mm thick mortar bed including unreinforced concrete haunching along outside edge.	m	23		
	Carried to Collection			R	
	Bill No. 2 External Work				

Bill No. 2

External Work

COLLECTION

Total Brought Forward from Page No.

**Page
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Amount

Carried to Summary

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Bill No. 2
External Work

PREFABRICATED CLASSROOMS

Item No		Quantity	Rate	Amount
<u>PROVISIONAL AMOUNTS</u>				
<u>ELECTRICAL INSTALLATION</u>				
1	Provide the amount of R50,000.00 (Fifty Thousand Rand) for Electrical Connection.	Item		50,000.00
2	Allow for profit.	Item		
3	Allow for attendance.	Item		
<u>COMMUNITY LIAISON OFFICER</u>				
4	Allow the sum of R 15,000.00 (Fifteen Thousand Rand) for the placement of a Community Liaison Officer to be employed by the Main Contractor for duration of Contract.	Item		15,000.00
5	Allow for attendance.	Item		
Carried to Summary			R	
Bill No. 3 Provisional Sums				

FINAL SUMMARY

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C2.3 SPECIFICATION PREFABS (T2.2W)

**NOTE: TENDERER TO SIGN EACH PAGE AND RETURN WITH
BID/TENDER INCLUDING THE DESIGN MANUAL COMPLYING WITH T2.2W**

GENERAL SPECIFICATION

INDEZ

		<u>Page no.</u>
1.	GENERAL	2
2.	CLASSROOMS, OFFICE AND STORE	3
2.1	PHYSICAL REQUIREMENTS	3
2.2	FOUNDATIONS	3
2.3	FLOOR CONSTRUCTION	4
2.4	EXTERNAL AND INTERNAL WALLING	6
2.5	ROOF CONSTRUCTION AND COVERING	8
2.6	CEILINGS	10
2.7	FLOOR COVERING	10
2.8	PLASTERING	10
2.9	ELECTRICAL INSTALLATION	10
2.10	GLAZING	14
2.11	PAINTING	15
2.12	SUNDRIES	15
2.13	EXTERNAL WORKS	16
2.14	FENCING	17

1. GENERAL

- 1.1 All materials, workmanship, etc are to be of the highest quality and must comply with the relevant SANS specification (SABS 0400 – 1990, SA Standard Code of Practice for the application of National Building Regulations) etc and the Specification of Materials and Methods used (PW371), which is obtainable from the Department of Public Works, and shall be read in conjunction with the Bills of Quantities and shall be referred to for the full descriptions of work to be done and materials to be used.
- 1.2 The structure must comply with all municipal, and fire regulations, etc and it is the responsibility of the contractor to comply with these regulations.
- 1.4 On completion of the project, the contractor must issue to the employer the following certificates:
 - 1.4.1 Certificate of Compliance relevant Installer as to the suitability of design as per item 2.2, 2.3 and 2.4.
 - 1.4.3 All certificates required to be issued by the local Municipalities.
 - 1.4.4 The contractor must supply certificates for the treatment of all timber against termites and dry rot.
 - 1.4.5 Roof truss certificate - see 2.5
- 1.5 The Contractor must be registered with the CIDB, proof of registration must be submitted with the tender documents or JV Partner.
- 1.6 The Contractor must be registered with the CIPRO, proof of registration must be submitted with the tender documents.
- 1.7 The Contractor must submit a valid original Tax Clearance certificate.

The contractor must include for all items that may be required to ensure a functional building to comply with the building regulations

2. CLASSROOMS, OFFICE AND STORE

2.1 PHYSICAL REQUIREMENTS

- 2.1.1 Classrooms shall be a minimum of 60m² in size and the length to breadth ratio must be able to fit a total of 20 school desks (1000x450mm), 1 teachers desk, 1 cupboard, with adequate space for chairs and circulation. The floor to ceiling height shall not be less

than 2.70 m above finished floor level. A covered verandah 1,5 m wide must be constructed for the entire length to the entrance side of the building.

- 2.1.2 Office and Store shall have a combined minimum area of 30m². A wall with a semi-solid door should divide the rooms. The floor to ceiling height shall not be less than 2.70 m above finished floor level. A covered verandah 1,5 m wide must be constructed for the entire length to the entrance side of the building.

2.2 FOUNDATIONS

No soil tests are available. The contractor to undertake their own soil testing to determine the size and type of foundations required. All foundations must be designed by a Registered Engineer, who must issue an approval certificate at completion. Two foundation construction methods are recommended, a) Strip footings and b) Raft foundations. The contractor to supply foundations details with his tender.

All surfaces under buildings to be treated with termite proofing. The contractor to supply a certificate from registered applicators.

2.2.1 STRIP FOOTINGS

- 2.2.1.1 The minimum size of strip footing assumed to be 700 x 250mm. The depth of excavation from formation level is 750mm, if due to soil conditions the depth is increased or decreased; the cost to the contractor will be adjusted based on the schedule of rates.
- 2.2.1.2 All concrete in footings to have minimum 28 day strength of 20MPa and the contractor must supply test cube results to comply for every 24m³ of concrete cast. The first set of cubes to be tested at 7 days with the minimum required 7 day test strength of 13 MPa and if the tests comply with these specifications then the remaining cubes to be tested at 28 days for a minimum 28 day strength of 20MPa.
- 2.2.1.3 All foundation brickwork to be 220mm wall of well burnt bricks, with a minimum strength of 14MPa. Foundation walls to project a minimum of 300mm above the finished platform level or natural ground level. Brick force to be supplied in every course and shall be galvanised welded fabric formed of two hard drawn wire of diameter not less than 2.8mm and not more than 3.55mm held apart by cross wires at 300mm centers.
- 2.2.1.4 The exposed plinth to be constructed with hard burnt face bricks, quality of a FBS brick, of an approved colour and a minimum strength of 14 MPa.
- 2.2.1.5 The damp proof course to be 375 micron embossed waterproof sheeting.
- 2.2.1.6 All backfilling of trenches to be of suitable granular materials in maximum 150mm thick layers and compacted to 95% mod AASHTO.

2.2.2 RAFT FOUNDATIONS

- 2.2.2.1 The foundation to be constructed according to the Engineer's specification and Design.
- 2.2.2.2 The Design to comply fully with the National Building Regulations, SABS 0161, the Joint Structural Division (SAICE/IStructE)'s Code of Practice, and the NHBRC's Home Building Manual.
- 2.2.2.3 All concrete to be a minimum of 25MPa and the design of the Raft Foundation to cater for the required differential heave as determined by the Soils Investigation.
- 2.2.2.4 The contractor to provide details of a raft foundation designed for a differential heave of 15mm. The details provided must include beam sizes, beam spacing, floor slab thickness and reinforcing. The cost of any deviation from this due to an increased or decreased differential heave will be adjusted based on the schedule of rates.

2.3 FLOOR CONSTRUCTION

Two types of floor construction must be considered. Concrete floors for buildings with an accepted life period of more than 24 months, and a temporary, movable floor construction for a building that should be moved within 24 months of construction. There must be a step of a minimum height of 170mm between the Finished Floor Level or Walkway level and the level of the Platform.

2.3.1 CONCRETE FLOORS

- 2.3.1.1 The platform under the slab is to be compacted to a minimum of 95% mod AASHTO density.
- 2.3.1.2 An approved fill should be used under the slab, (selected from the excavated material on site or imported material) and to be deposited in layers not exceeding 150mm thick, well watered and compacted to 95% mod AASHTO density.
- 2.3.1.3 A 50mm thick layer of clean dry sand filling selected and supplied by the manufacturer/contractor, watered and consolidated to be laid under the floor.
- 2.3.1.4 The concrete to be a minimum of 20MPa but greater if needed to comply with the manufacturer/contractor's design.
- 2.3.1.5 The thickness of the concrete in the floor construction to be a minimum of 90mm.

- 2.3.1.6 Any bar or mesh reinforcement required to comply with the manufacturer/contractors design must be incorporated into the slab.
- 2.3.1.7 The surface to be finished in a screed not less than 30mm thick to suit the floor finish (vinyl tiles). Power floated finish will be allowed, should the finished not be approved by the Principal Agent, a screed with a minimum thickness will have to be applied.
- 2.3.1.8 300 x 300 x 2,5mm semi-flexible reinforced vinyl floor tiles, or equal approved, laid to manufacturers specification in patterns to colour of the Project Manager.
- 2.3.1.9 The manufacturer/contractor to allow for any contraction and expansion joints as required.
- 2.3.1.10 Finish Floor Level must be a minimum of 170mm above concrete aprons/or channels.
- 2.3.1.11 1,5m wide Walkway surface bed to be constructed as above and finished off with a wood float finish. The surface bed to fall 35mm from the building to the edge of the walkway and a 30mm step to be provided at the threshold (ie 30mm step from the finished floor level in the classroom to the top of the finished level on the walkway).
- 2.3.1.12 Steps to be provided should the level of the walkway be more than 200mm above the surrounding ground level. Individual steps height should be maximum of 200mm and the width not less than 250mm.

2.3.2 TEMPORARY FLOOR CONSTRUCTION

- 2.3.2.1 Temporary floors to be constructed out of 19mm thick treated shutter board or similarly approved material, on an engineered designed galvanized steel structure. The under side of the floorboards must be treated with two coats of carbolineum, or an equally approved product. The construction method used, must be so that the structure can be removable, erectable and transportable to an alternative site.
- 2.3.2.2 The temporary floors to be provided with a support structure for the galvanized steel structure. Details of the support structure to be provided.
- 2.3.2.3 The area under the floor structure to be closed with a durable side wall material (Breathable allow For Ventilation). Vermin proof area under floor structure.

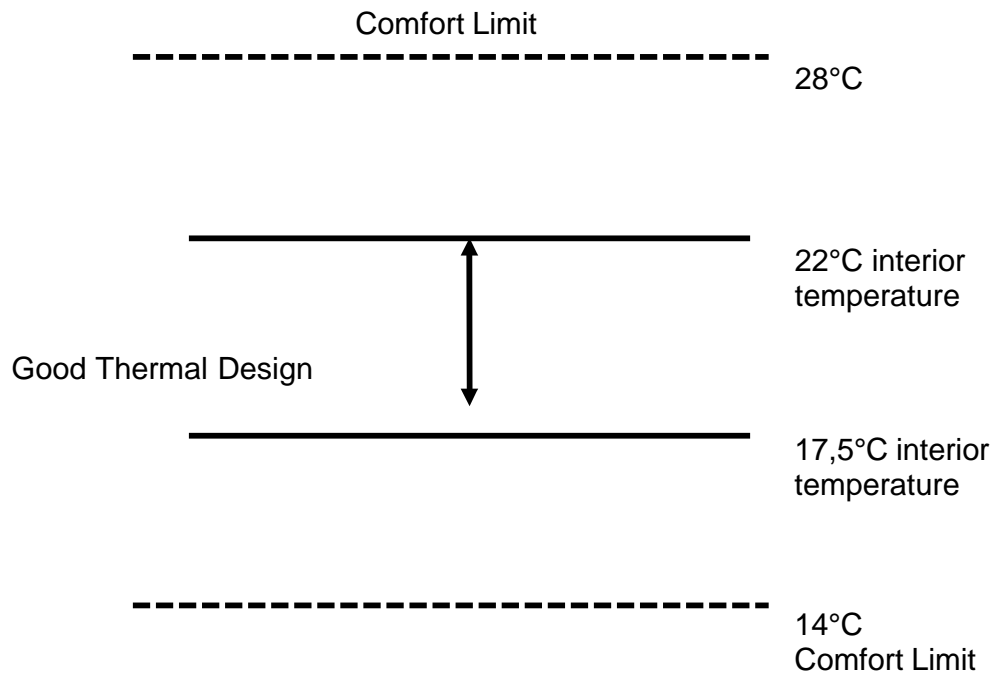
2.4 EXTERNAL AND INTERNAL WALLING

The wall construction method contemplated must allow for the dismantling, transportation and re-location on an alternative site, estimated not further than 100km. A re-location manual, detailing the dismantling and re-erection of the structure must be submitted with the tender.

2.4.1 WALLING

All external walling to comply with the thermal design as detailed below.

2.4.1.1 Interior Comfort Limit / Interior temperatures:



- C Value = effective heat storage capacity per square metre of building skin area (kJ/m²K)

Example for 1) Durban area – Hot humid
C value = 300

2) Winter rainfall area region (Cape)
C value = 500

3) Highveld region (Pretoria) and inland
C value = 800

Recommendation for Eastern Cape:

Coastal C value = 400
Inland Eastern Cape C value = 600

- 2.4.1.2 The external walls to be cladded in a weather proof, impact resistance material, consisting of; pre-painted fibre cement sheeting (shiplap profile), or a treated timber boarding, or a pre-painted metal sheeting and or an equivalent system subject to approval by the Principal Agent in conjunction with the relevant Government Stakeholders.
- 2.4.1.3 The external walling to contain suitable vapour barriers between the floor and the walling. At the wall plate level, the wall should be properly sealed. The anchoring system specified to secure the wall panels into position must be of a non corrosive material.
- 2.4.1.4 All internal walls to have a smooth finish, and be constructed out of a weatherproof durable impact resistant material. (Gypsum boarding is not an acceptable material)
- 2.4.1.5 The construction method used, must allow for the structure to be relocated at any given time.

2.4.2 External Doors

All external doors to be 44mm x 813 x 2032mm meranti framed ledged and braced doors formed of 44 x 220mm top and bottom rail, 22 x 100mm bracing rail and stiles, 22 x 69mm tongued grooved and V jointed one side boarding, twice countersink screwed at intersection with internal panels rebated and filled with 6mm Sapele veneered plywood or similar approved door.

All joints between rails and stiles to be of mortise and tenon construction.

All doors fitted with an approved durable door handle and a 3 level-lockset, three brass butt hinges, and rubber doorstop fixed to floor/weather bar.

2.4.3 Windows

Window areas are to comply with NBR requirements. Where steel windows are used, members must be constructed out of FX7 sections and be hot dipped galvanised. Other window types will be considered for approval. Tenderers to ensure that different metals are isolated with a neoprene strip.

It is recommended that three 889w x 854h mm (on the walkway side) and four 889w x 1248h mm (on the opposite side) are used per classroom, two 889 x 1248h mm for the Office and two 889w x 854h mm for the Store. It is further advised that an outwards opening pivot type window be used on the walkway side of the classrooms and offices. This is to ensure that no opening sections

open onto the walkway at a head height level.

All windows to be fully burglar proofed with an approved burglar bar system.

2.4.4 Dado Rail

All internal walls to have a dado rail of a minimum dimension of 19 x 100mm, fitted \pm 900mm above floor level (height to be adjusted to the chair height for primary or secondary schools). Dado rail to be manufactured from hardwood or an approved durable impact resistant material, twice angle rounded and finished with an acceptable finish. Dado rail to be secured to the walls with minimal holes into the wall surface.

2.5 **ROOF CONSTRUCTION AND COVERING**

Two types of roof constructions will be required; a) Conventional roof structures and b) Roof structures for areas with a high snow fall and hurricane winds.

2.5.1 TYPE A - CONVENTIONAL ROOF CONSTRUCTION

- 2.5.1.1 The construction of the roof can be conventional prefabricated timber trusses with bracings (to SABS 0163-1980), or a steel construction (to SABS 0162- 1984). The design and erection to be approved by a Registered Engineer and a certificate of compliance issued on completion.
- 2.5.1.2 The roof pitches to be not less than 15° and the Live and Wind Loads to be in accordance with SABS0160-1989.
- 2.5.1.3 The roof covering must consist of 0.58mm Nominal thickness corrugated iron roofing sheets with silicone polyester top finish or colomet equal, colour "Approved by DRPW" to one side and standard grey backing coat to other side, etc., with 275g/m² galvanising to both sides with one and a half corrugation side lap including fixing to timber purlins at approximately 1,000mm centres

including all screws, bolts, washers, etc, strictly in accordance with manufacturer's specification. If the contractor wishes to use an alternative, he must supply the information with his tender for consideration

- 2.5.1.4 All capping, eaves closure, barge boarding etc to be included and comply with the specifications.
- 2.5.1.5 All roofs to have a 600mm eaves overhang, and 300mm verge overhang.
- 2.5.1.6 15 x 225 Fibre cement or other similar approved fascias to be fitted, painted to paint manufactures specifications. (See also notes to tenders)
- 2.5.1.7 The roofs to be fitted with 125 x 150 x 125mm x 0.80mm thick pre-painted sheet iron or other similar approved gutter with 75mm wide laps fixed to falls to fascia with brackets not exceeding 1000mm centres, including all ends, outlets, etc.
- 2.5.1.8 Pre-painted rainwater downpipe must be provided. Number off downpipes to be calculated in accordance with the rainfall average of the area, not exceeding 15m in length.
- 2.5.1.9 All roofs to have 38 x 228mm gangboarding along entire length of building if an attic is created.

2.5.2 TYPE B - ROOF IN AREAS WITH A HIGH SNOW FALL AND HURRICANE WINDS

- 2.5.2.1 Roofs to be constructed as described in 2.5.1, with the following changes.
- 2.5.2.2 The roof pitches to be not less than 35°.
- 2.5.2.3 In areas with a high snowfall, a 450mm wide 0.8mm thick pre-painted flat sheet, colour to match the roof sheets, to be securely fixed into position above the corrugations, to the bottom end purlin, over the gutter. This will ensure that the snow falls over the gutter and does not rest on the gutter.
- 2.5.2.4 The Registered Engineer must be informed that the area of the school is exposed to snowfalls and or hurricane winds. The design and erection of the roof structure must be amended accordingly by the Registered Engineer and a certificate of compliance issued on completion.
- 2.5.2.5 The roofs ties to be provided in order to ensure that the roof structure is correctly tied to the supports or alternatively to the slab as per the requirements to the Engineer.

2.6 CEILINGS

All classrooms, offices and stores to be fitted with ceilings. Ceilings could be an integrated system with the roof sheeting or a conventional ceiling construction.

- 2.6.1 6,4mm Gypsum board sheets with hardwood cover strips, continuous in one direction and cut in between in the other direction, between sheets and fixed to 38 x 50mm brandering at 400mm centres including additional brandering at outer edge of rooms and along joints of ceiling plates.

If the contractor wishes to use alternative, e.g. suspended ceilings, he must supply the information with his tender for consideration.

- 2.6.2 An approved painted cornice at junction of wall and ceilings must be provided.

- 2.6.3 All ceilings to be insulated with 50mm glass fibre blanket or similar approved.

- 2.6.4 Provide one trap door in conventional ceilings per block.

2.7 FLOOR COVERING

- 2.7.1 All floors to be finished with semi flexible vinyl floor tiles size 300 x 300 x 2.5mm thick (colour samples submitted to principal agent for approval) laid with an adhesive to pattern and two coats approved sealer to be applied prior to handover.

- 2.7.2 Skirting to be 19 x 69mm hardwood screwed to framework and finished with three coats polyurethane suede varnish all-round. If the contractor wishes to use an alternative, he must supply the information with his tender for consideration.

2.8 PLASTERING

- 2.8.1 All thresholds to be grano with reedings.

2.9 ELECTRICAL INSTALLATION

- 2.9.1.1 All fittings and accessories must be presented to and approved by the Departmental Representative or the Consulting Engineer prior to installation.

- 2.9.1.2 Fluorescent fittings are to be twin-tube, or as specified elsewhere, open- channel, fitted with electronic ballasts (Professional). The fittings are to be adequately secured with wood screws, screwed into timber. "Butterfly" screws will not be accepted. Timber supports to be provided between the steel beams, the fittings are not to be screwed to the suspended ceiling frame-work. The

contractor must allow for a typical classroom (6,9M x 7,4M) 6No. Luminaries mounted at ceiling height. For Offices, 2No. Luminaries mounted at ceiling height. For Store Areas, 1No. Luminaries mounted at ceiling height.

Approved 2 x 58watt open channel fluorescent fitting; ILM lighting – ILM/ATL/FMII/258 **OR ANY EQUAL OR OTHER APPROVED FITTING**

- 2.9.1.3 For the external lighting to the classrooms, 2 x PL9 fittings must be round, aluminium, deep base, with polycarbonate lens fitted with 3 screws. The lens must not discolour. The fitting must be fitted with 2 ballasts and be fitted complete with lamps. The contractor must allow for 1No. Luminaire

fitted externally adjacent to the classroom door. Where Classrooms are constructed in clusters, allowance must be made for 1No. Luminaire to be fitted to the gable ends of the blocks of classrooms and 1No. Luminaire fitted per pair of classrooms on the rear elevation. All external lighting is to be operated by a daylight photocell. The contractor must allow for 1 x photocell and 1 x contactor per 10 external light fittings. The Contractor is to ensure that all external fittings are adequately sealed to prevent ingress of insects and moisture. A minimum IP rating of IP65 required.

Approved 2 x PL9 fitting; Beacon Lighting - BL/RD -NB 2 X PL9W, **OR ANY EQUAL OR OTHER APPROVED FITTING**

- 2.9.1.4 Fluorescent tubes and lamps are to be of the highest quality. No inferior or "no-name" brands will be accepted. All fitting/s requested must be provided complete with tubes. Contractor must allow for Phillips or Osram lamps color White
- 2.9.1.5 Timber must be provided to secure fittings where necessary. Fittings must be mounted flush with the ceiling and cover-strips must be neatly cut to accommodate the fittings.
- 2.9.1.6 The single-lever light switches are to be equal or other approved to Crabtree type 2471, complete with steel cover-plates and steel screws. The contractor must allow for 1 x single lever switch complete with 50mm x 100mm box and white faceplate per classroom, Office and Store. The light switch is to be mounted next to the door and at 1400mm above floor level to the centre of the switch.
- 2.9.1.7 Socket outlets are to be equal or other approved to Crabtree type 6861 complete with steel cover-plates and steel screws. The contractor must allow for 1 x duo 16A socket outlet complete with 100mm x 100mm box and white faceplate per classroom. The socket outlet is to be mounted adjacent to the classroom blackboard and at 1200mm to the centre of the outlet box. In the office areas, 2No. Socket outlets must be allowed for mounted adjacent to the

desk position. The Store Areras will also require 1No. socket outlet mounted adjacent to the door.

- 2.9.1.8 All socket outlets, switches etc are to be fitted with steel cover plates and steel screws.
- 2.9.1.9 The new DB is to be custom-made, complete with door and "Swing-lever" door catch. Color: White. Allowance must be made for at least six (6) spare MCB spaces. The spares are to be fitted with blanks. The contractor must allow for 4 x 20mm spare conduits to be taken into the roof space. The circuit breakers are to be labeled with engraved Perspex/PVC type labels, fastened by means of screws. In addition to the numerals, labels shall be mounted under each MCB, identifying the circuits they control. A typed legend card shall be placed in the holder provided and shall indicate the type and location, e.g. No.1. ..Main, No.2 Lights - Drawing office etc. An engraved danger sign is to be screwed to the face-plate. An engraved label is to be screwed to the outside of the door, identifying the DB as "SDB-B" etc. The Contractor must allow for one DB for each classroom blocks or where a classroom is constructed as a single unit at any particular site.
- 2.9.1.10 The new supply cable trench must be a minimum depth of 600mm X 300mm wide and cleared of all injurious material with a 75mm bed of sand to follow. The new cable must be installed on the sand bed. A sand backfill of at least 100mm is required above the cable. Danger tape must be laid at this level. The trench is to be properly filled and compacted with backfill free of any injurious materials. If a dedicated earth conductor is installed, the dedicated earth conductor must be secured to the cable by means of cable ties at intervals not exceeding 1m. The trench must be inspected by the Departmental Representative prior to the installation of the cable. Where the trench crosses roadways, concreted/paved areas, PVC sleeves must be installed, and the road concreted/paved areas must be 'made good' to the satisfaction of the Departmental Representative.
- 2.9.1.11 Cables must be drawn through 'galvanized kick-pipes' for all surface entry/exits to buildings. 'Kick-pipes' to be neatly saddled at intervals not exceeding 1m.
- 2.9.1.12 The installation is to be properly tested and commissioned on completion and an 'original' Certificate of Compliance issued for the installation.
- 2.9.1.13 All work to be strictly in accordance with SANSI 0142, Departmental Standards and Norms (General Technical Specification-Provincial Administration/Quality Specification for Electrical Installations) and Municipal by-laws. Departmental documents are available for scrutiny at the offices of Department of Public Works, Regional Office, Port Elizabeth.
- 2.9.1.14 The Contractor must ensure that the premises are left in a clean, neat and tidy condition on completion of the installation. All expended materials no longer

required must be removed from site unless specifically requested by the Departmental Representative not to do so.

2.9.1.15 On completion of the contract, the successful contractor shall notify the Department at least 7 days in advance before delivery will be taken.

2.9.1.16 The successful bidder shall not take any instructions from anyone other than the Departmental Representative or Consulting Engineers. No

variation/s must be entertained by the Contractor without a written Site Instruction and approved Variation Order from the Departmental Representative.

2.9.1.17 Minimum standard for all materials used must conform to S.A.N.S. standards and must bear the S.A.N.S. mark.

2.9.1.18 Expended hazardous materials e.g. Fluorescent tubes, etc must be removed from site and disposed of in the legally required manner as prescribed by the Occupational Health and Safety Act.

2.9.1.19 The use of 'twin & earth' will NOT be permitted. 'Surfix' will be permissible with the approval from the Departmental Representative or Consulting Engineer.

2.9.1.20	Wire sizes:	Lighting circuit	-1,5mm ² PVC conductor + 2,5mm ² earth (with 10A.MCB)
		Plug circuit	- 2,5mm ² PVC conductor + 2,5mm ² earth (with 20A MCB)

2.9.1.21 The use of PVC flexible hose as a substitute for PVC or any other type/s of conduit will **not** be permitted. However, in situations where the use of regular conduit is either impractical/impossible, written permission **must** be obtained from the Departmental Representative/Consulting Engineer prior to the installation thereof.

2.9.1.22 Should it be necessary to utilize the contingency sum, a detailed breakdown of costs must be submitted to the Department. Written approval from the Departmental Representative must be obtained before such sum is utilized.

2.9.1.23 With all 3 phase supply installations, it is the responsibility of the Contractor to ensure that the loading is 'balanced' over the 3 phases.

2.9.1.24 Note: The structure is to be protected against lightning, a certificate of compliance for a lightning protection system must be issued upon installation of lightning protection system.

2.9.2 ELECTRICAL SUMMARY -The contractor must allow the following for each classroom:

2.9.2.1 6No. Luminaries mounted at ceiling height. Approved 2 x 58watt open channel fluorescent fitting; ILM lighting – ILM/ATL/FMII/258 **OR ANY EQUAL OR OTHER APPROVED FITTING**

1No. one way, single lever light switch located adjacent to the door.

1No. External Luminaire mounted outside the classroom door. 1No. Luminaire at each gable end. (Where classrooms are constructed more than 2, an additional light fitting per pair of classrooms is to be allowed)

Approved 2 x PL9 fitting; Beacon Lighting - BL/RD -NB 2 X PL9W, **OR ANY EQUAL OR OTHER APPROVED FITTING**

1No. 16A Duo socket outlet mounted adjacent to the blackboards

2.9.3 The contractor must allow the following for each office area:

2.9.3.1 2No. Luminaries mounted at ceiling height. Approved 2 x 58watt open channel fluorescent fitting; ILM lighting – ILM/ATL/FMII/258 **OR ANY EQUAL OR OTHER APPROVED FITTING**

2.9.3.2 1No. one way, single lever light switch located adjacent to the door.

2.9.3.3 2No. 16A Duo socket outlet mounted within the office space adjacent to the desk position.

2.9.4 The contractor must allow the following for each store area:

2.9.4.1 1No. Luminaries mounted at ceiling height. Approved 2 x 58watt open channel fluorescent fitting; ILM lighting – ILM/ATL/FMII/258 **OR ANY EQUAL OR OTHER APPROVED FITTING**

2.9.4.2 1No. one way, single lever light switch located adjacent to the door.

2.9.4.3 1No. 16A Duo socket outlet mounted within the store area adjacent to the door.

2.10 GLAZING

All glazing to be in accordance with, SANS 10 400 Part N, as affective from the 1st March 2006.

2.11 PAINTING

All surfaces that require painting to be painted in accordance with the paint manufactures specifications.

2.12 FINISHES

2.12.1 Writing Boards

Supply a set of two standard Vitreous enamel magnetic chalkboards with aluminium chalkrail including setting up and fixing to walls complete and securing bottom of each board with two fixing brackets in accordance with the manufacturer's instructions, size 4,800 x 1,140 mm high overall. Writing boards to be secured to the walls with minimal holes into the wall surface, chalk rail to be not more than 900mm above FFL.

2.12.2 Pinning boards

Supply and fit 12mm thick x 1,2m high softboard, or similarly approved pinning board across the full width of the rear of each classroom. Pinning boards to have a 44 x 22mm rebated hardwood surround, finished with three coats polyurethane suede varnish. Pinning boards to be secured to the walls with minimal holes into the wall surface.

2.12.3 Fire extinguisher

Supply and fit one 4,5kg CO² fire extinguisher per room, fixed to a hardwood backing-board, 1 200mm above FFL, securely fixed to the wall.

2.12.4 Long-arms

Should windows be of pivot type, supply and fit one 600mm long-arm per classroom. Fitted behind the door with two brackets.

2.12.5 Cupboards

Supply and fit one pre-painted steel stationary cabinet size 900 x 450 x 1,800mm, painted in a light approved paint colour, to each classroom and office. Screw cupboard to the wall.

2.12.9 Partitioning Wall

2.12.9.1 Partitioning wall of the approved prefabricated material as per manufacturer's specification at 1.8mhigh to be used to configure office accommodation.

2.12.9.2 Partitioning wall of the approved prefabricated material as per manufacturer's specification at ceiling height

Part 6: Site Information

C4 Site Information

**C4: SITE INFORMATION - JBCC 2000 PRINCIPAL BUILDING
AGREEMENT (Edition 4.1 of March 2005)**

Project title:	PREFABRICATED STRUCTURE RELIEF PROGRAMME: SUPPLY AND ERECT TWO CLASSROOM BLOCK FOR CLUSTER 1
Bid No:	DOEEC/16/2022/2023

C4 Site Information

DIDI SENIOR PRIMARY SCHOOL
ENYANISWENI SENIOR SECONDARY SCHOOL
GUMZANA SENIOR SECONDARY SCHOOL
LUKHANYO JUNIOR PRIMARY SCHOOL
MDATYA JUNIOR PRIMARY SCHOOL
MNCWATI JUNIOR SECONDARY SCHOOL
NCURA SENIOR SECONDARY SCHOOL

1. GROUND CONDITIONS

Geotech information not available. This is an existing site.

2. UNDERGROUND SERVICES

There are unidentifiable underground services traversing the area of works, care would need to be taken during excavations.

3. ADJACENT BUILDINGS

No adjacent buildings could be affected by the construction. No particular precautions have been identified by the Engineer for the protection of this structure.

4. ENVIRONMENTAL ISSUES

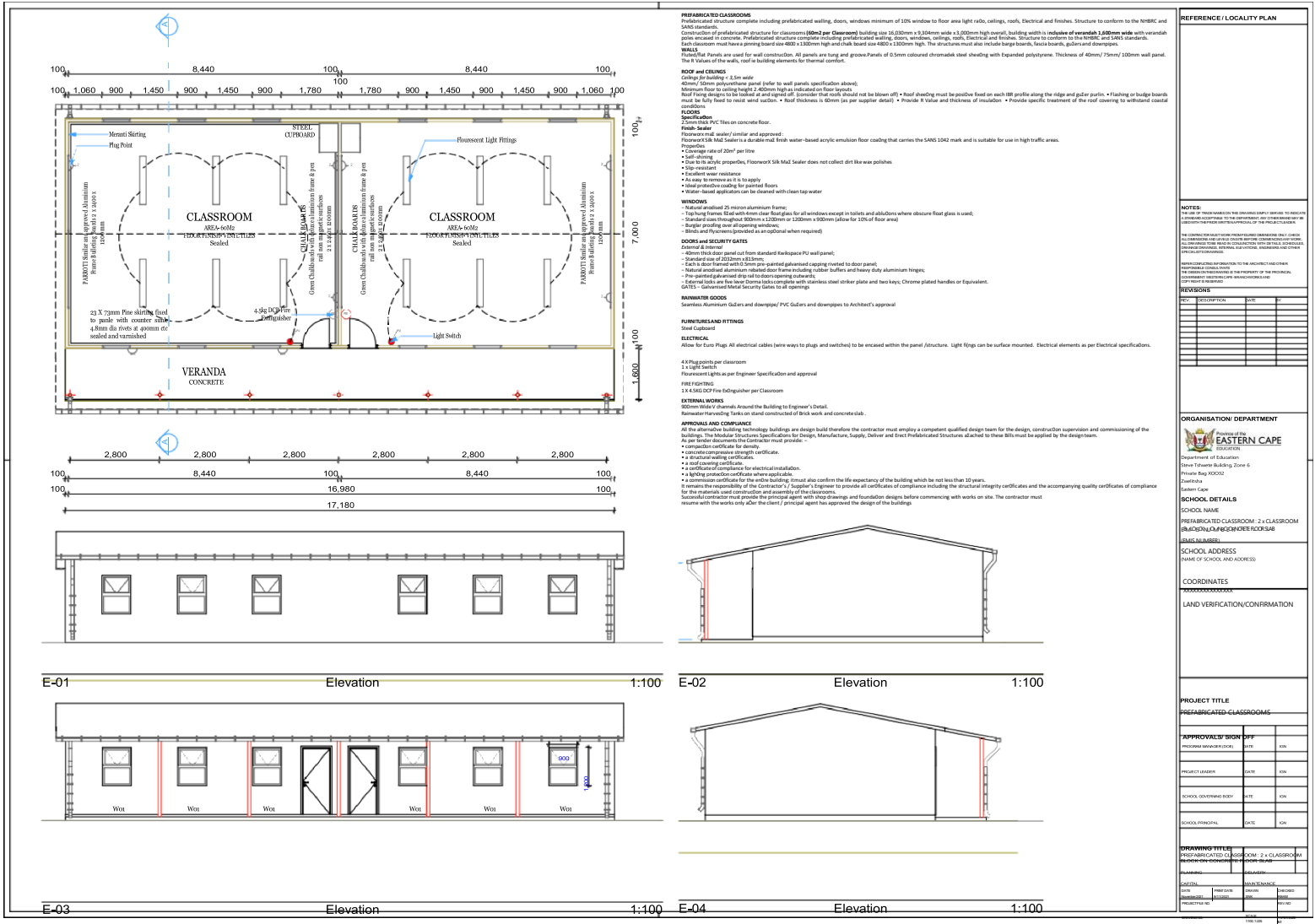
None

C5 Drawings

C5.1: DRAWINGS

Project title:	PREFABRICATED STRUCTURE RELIEF PROGRAMME: SUPPLY AND ERECT TWO CLASSROOM BLOCK FOR CLUSTER 1
Bid No:	DOEEC/16/2022/2023

Drawing tile	Drawing number	Print date	Rev No.
Prefabricated classroom: 2 x classroom		09/11/2021	
Plan, Section and Elevation		09/11/2021	
Typical supplier details examples		09/11/2021	
Typical supplier details examples		09/11/2021	



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