



# INDEPENDENT DEVELOPMENT TRUST

## VOLUME 1 OF 2

### TENDERING PROCEDURES, RETURNABLE DOCUMENTS, AGREEMENT AND CONTRACT DATA

### REINSTATEMENT OF THE NEW 11KV MV SWITCHGEAR AND METERING AT 11 HOMELAND PLACE AT NEWLANDS PARK REHABILITATION CENTRE - KWAZULU NATAL

**TENDER NO: DSD08KZNR198**

**TENDER CLOSING DATE: 10 OCTOBER 2025 @12h00**

#### Independent Development Trust

04<sup>th</sup> Floor, The Marine Building  
22 Dorothy Nyembe Street  
Durban  
4000

Contact: (031) 369 7400  
Name: Ms Nondumiso Shezi (SCM)  
E-mail: [NondumisoSh@idt.org.za](mailto:NondumisoSh@idt.org.za)

04<sup>th</sup> Floor, The Marine Building  
22 Dorothy Nyembe Street  
Durban  
4000

Contact: (031) 369 7400  
Name: Mr Thandazani Hlatshwayo (Technical)  
E-mail: [ThandazaniH@idt.org.za](mailto:ThandazaniH@idt.org.za)

**Bidder:** .....

**CIDB Registration Number:** .....3 EP ELECTRICAL WORKS - BUILDING OR HIGHER

**CSD Registration Number:** .....

**Total of the prices inclusive of value added tax: R** .....

**Amount in words:** .....

.....

# Contents

Number	Heading	Page	Colour
--------	---------	------	--------

## VOLUME 1

### The Tender

#### Part T1: Tendering procedures

T1.1	Tender Notice and Invitation to Tender	3 – 6	White
T1.2	Tender Data	7 – 27	White
T1.3	Specifications for the Employment of SMME Subcontractors	28 – 36	White

#### Part T2: Returnable documents

T2.1	List of Returnable Documents	37 – 39	White
T2.2	Returnable Schedules	40 – 94	White

### The Contract

#### Part C1: Agreement and Contract Data

C1.1	Form of Offer and Acceptance	95 – 99	White
C1.2	Contract Data	100 – 124	White
C1.3	Form of Construction Guarantee	125 – 128	White
C1.4	Adjudicators Agreement	129 – 131	White
C1.5	Waiver of Lien	132 - 133	White
C1.6	Agreement in terms of Section 37(2) of OHS	134 - 136	White

## VOLUME 2

#### Part C2: Pricing Data

C2.1	Pricing Instructions	3 – 6	White
C2.2	Bills of Quantities	7-9	White

#### Part C3: Scope of Work

C3.1	Scope of Work	10 -14	White
C3.2	Work Specifications	15-16	White
C3.3	Particular Specifications	17 -18	White

#### Part C4: Site information

C4.1	Site Information	20 - 21	White
C4.2	Locality Map	22 - 24	White

## **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

## INDEPENDENT DEVELOPMENT TRUST

### REINSTATEMENT OF THE NEW 11KV MV SWITCHGEAR AND METERING AT 11 HOMELAND PLACE AT NEWLANDS PARK REHABILITATION CENTRE, KWAZULU NATAL PROVINCE

#### T1.1 Tender Notice and Invitation to Tender

On behalf of the Department of Education, the Independent Development Trust, invites bidders for the **REINSTATEMENT OF THE NEW 11KV MV SWITCHGEAR AND METERING AT 11 HOMELAND PLACE AT NEWLANDS PARK REHABILITATION CENTRE, KWAZULU NATAL PROVINCE**

Only bidders, who meet the following requirements will be eligible for this bid;

- Proof of Central Supplier Database (CSD) registration
- Copy of Consolidated CSD Joint Venture parties
- Proof of active CIDB registration - Grade 3EP or higher
- Valid Letter of Good standing i.e COIDA Certificate from DOL / RMA / FEM
- Copy of valid tax clearance with Tax Compliance Pin certificate (TCC)
- Completion of SBD 1,4,6.1 in **full**
- Completion of form of offer in the tender document in **full**
- Copy of the Joint venture agreement signed by both parties (where applicable including apportionment of the JV)
- The Bid Document must be completed in **full** using hand and black permanent ink only
- Completion of Bill of Quantities, in **full**
- CV and certified qualifications of experienced professionals duly registered as:
  - Professional Architect,
  - Professional Electrical Engineer

**Note:** (i) Failure to submit any of the above documents / requirements shall result in immediate disqualification of the bid.  
 (ii) Failure to complete and sign any designated spaces in the bid document shall result in immediate disqualification of the bid.  
 (iii) If any of the Directors is listed on the Register of Defaulters, it shall result in the disqualification of the bid  
 (iv) If any of the Directors is in the employment of the State, it shall result in the disqualification of the bid.  
 (v) In an event a Bidder was terminated on Previous Contract/s with the IDT in the last ten (10) years, it shall result in disqualification of the bid.

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

#### Stage 1:

Criteria	Points Allocation
Proof of experience in building projects (i.e. Electrical building works)	40 points
Signed and stamped client reference schedule	10 points
Qualified professional staff in the electrical works building engineering field	20 points
Detailed project programme with timelines	10 points
Financial viability	20 points
<b>Total</b>	<b>100 points</b>
NB: Minimum qualifying threshold <b>70% (70 points)</b>	

**Stage 2:**

The 80/20 Preferential Point System will be applied, where 80 points will be allocated for price and 20 points for specific goals. In order to Claim and be awarded points bidders must evidence that they belong to the targeted group specified.

The IDT Quantity Surveyor (QS) may where necessary conduct a risk assessment on all bidders who obtained a minimum threshold of 70% (i.e 70 points) in the functionality stage before the application of 80/20 pricing criteria. Bidders are requested to price each line item of the Bills of Quantities (BOQ). Should the bidder be deemed too risky to complete the project based on the QS's risk assessment report, they will be eliminated and not be considered for 80/20 pricing points evaluation criteria.

Only bidders who obtain 70% (70 points) minimum functionality threshold will be evaluated further.

Specific goal points are allocated as follows:

Targeted Group	Points Allocation
100% Women	6
100% Youth	6
100% People with Disabilities	4
100% Male	4
<b>Total Points</b>	<b>20</b>

There will be **no compulsory site briefing / clarification meeting** but service providers are allowed to visit sites for their own pricing advantage at situated at 11 homeland place at Newlands park rehabilitation centre. Co-ordinates -29.46' 00", 30.57' 46"

All SCM enquiries relating to this bid must be directed to **Miss Nondumiso Shezi, Tel. Number: (031) 369 7400 or e-mail: [NondumisoSh@idt.org.za](mailto:NondumisoSh@idt.org.za)** during office hours (08h30 – 17h00) weekdays.

All Technical enquiries relating to this bid must be directed to **Mr Thobelani Mkhize, Tel. Number: (031) 369 7400 or e-mail: [ThandazaniH@idt.org.za](mailto:ThandazaniH@idt.org.za)** during office hours (08h30 – 17h00) weekdays.

The bid closing date is **10 October 2025 by no later than 12h00** and bids shall be submitted in the tender box at IDT's KZN Regional Office;

04<sup>th</sup> Floor, The Marine Building  
22 Dorothy Nyembe Street  
Durban  
4000

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

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

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

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

## **T1.2 TENDER DATA**

**INDEPENDENT DEVELOPMENT TRUST****REINSTATEMENT OF THE NEW 11KV MV SWITCHGEAR AND METERING AT 11  
HOMELAND PLACE AT NEWLANDS PARK REHABILITATION CENTRE-  
KWAZULU-NATAL PROVINCE****T1.2 Tender Data**

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

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

**The additional conditions of tender are:**

Clause number	Tender Data for BID NO: DSD08KZNR198
F.1.1	The employer is the <b>Independent Development Trust</b> .
F.1.2	<p>The tender documents issued by the employer comprises:</p> <p><b>THE TENDER</b></p> <p>Part T1: Tendering procedures  T1.1 Tender notice and invitation to tender  T1.2 Tender data  T1.3 Specifications for the Employment of SMME Subcontractors</p> <p>Part T2: Returnable documents  T2.1 List of returnable documents  T2.2 Returnable schedules  T2.3 Local Content</p> <p><b>THE CONTRACT</b></p> <p>Part C1: 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  C1.5 Waiver of Lien  C1.6 Agreement In Terms of Section 37(2) of OHS</p> <p>Part C2: Pricing data  C2.1 Pricing instructions  C2.2 Bills of quantities</p> <p>Part C3: Scope of work  C3.1 Scope of work  C3.2 Work Specifications  C3.3 Particular Specifications</p> <p>Part C4: Site information  C4.1 Site information  C4.3 Site Map</p> <p><b>ANNEXURES</b>  Drawings</p>



Clause number	Tender Data for BID NO: DSD08KZNR198
F.1.4	<p>The employer's: Independent Development Trust 04<sup>th</sup> Floor The Marine Building 22 Dorothy Nyembe Street Durban 4000</p> <p>Ms Nondumiso Shezi on 031 369 7400 or email to <a href="mailto:NondumisoSh@idt.org.za">NondumisoSh@idt.org.za</a></p>
<p><b>F.2.1</b></p> <p><b>F.2.1.1</b></p> <p><b>F.2.1.1.1</b></p> <p><b>F.2.1.1.2</b></p>	<p><b>Eligibility</b></p> <p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p><b>CIDB Grading</b></p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must be registered with the CIDB, in a contractor grading designation in accordance with the sum tendered for a <b>Grade 3EP or higher</b>, class of construction work.</p> <p>Joint ventures are eligible and preferred with particular reference to local participation and as such submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the <b>Grade 3EP or higher</b>, class of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development (CIDB) Regulations is equal to <b>3EP or higher</b>, contractor grading designation determined in accordance with the sum tendered for a <b>(EP) Electrical Projects</b></li> <li>4. class of construction work</li> </ol> <p><b>Key Personnel</b></p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have the following key personnel in its permanent employment at the close of tender. Alternatively, a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to the "Key Personnel" schedule, Part T2.2: Returnable Schedules.</p> <p>Individuals must be identified for each of the key personnel listed on the "Key Personnel" schedule, Part T2.2: Returnable Schedules.</p> <p>Where the key personnel are no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 5 working days replace the key personnel listed on the "Key Personnel" schedule, Part T2.2: Returnable Schedules with a person with equivalent competencies and subject to approval by the employer.</p> <p>A suitably qualified and experienced construction manager who will be the single-point of accountability and responsibility for the management of the construction works, and who is a holder of a National Diploma in Building Engineering or relevant qualification and with more than 10 years post qualification experience</p>

Clause number	Tender Data for BID NO: DSD08KZNR198
F.2.6	<b>Acknowledge addenda</b> Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time. If the Addenda has financial implications, failure to acknowledge the addenda may eliminate your bid from evaluation. This is due to incomparability of offers with the rest of the bidders.
F.2.7	<b>Clarification Meeting</b> There will be <b>no compulsory site briefing / clarification meeting</b> but service providers are allowed to visit sites for their own pricing advantage at situated at 11 homeland place at Newlands park rehabilitation centre. Co-ordinates -29.46' 00", 30.57' 46"
F.2.8	<b>Seek clarification</b> Tenderers can request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time date stated in F.2.15.
F.2.9	<b>Insurances</b> Refer to contract data for insurance requirements (Section C1.2).
F.2.10	<b>Project Duration</b> The Project period is 05 months to be completed.
F.2.11	<b>Alterations to documents</b> Do not make any ALTERATIONS or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such ALTERATIONS. Erasures and the use of masking fluid are prohibited.
F.2.12	<b>Alternative Tender Offers</b> No alternative tender offers will be considered.
F.2.13	<b>Submitting a Tender Offer</b>
F.2.13.4	The tenderer will sign the original of the tender offer. <b>The tenderer will seal the original tender offer (clearly marked "Original</b> Two-envelope system – not applicable The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Employer's address: <b>KZN Regional Office</b> <b>04<sup>th</sup> Floor, The Marine Building</b> <b>22 Dothy Nyembe Street</b> <b>Durban 4000</b> Identification details: <b>Description: Reinstatement of the new 11KV MV switchgear and metering at 11 homeland place at Newlands park rehabilitation centre, KwaZulu-Natal Province, Tender Number: DSD08KZNR198</b>
F.2.13.5	
F.2.13.6	
F.2.13.7	
F.2.13.9	
F.2.13.9	Accept that tender offers submitted by facsimile, e-mail or reproduced will be rejected by the employer. Tender documents must be submitted in an original format as issued by the employer.

Clause number	Tender Data for BID NO: DSD08KZNR198
F.2.15	<b>Closing Time of Tender</b>
F.2.15.1	<p>The tender closing date is <b>10 October 2025, at 12h00.</b></p> <p>Location of tender box:</p> <p>KZN Regional Office 04<sup>th</sup> Floor, The Marine Building 22 Dorothy Nyembe Street Durban 4000</p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed and late tender offers will not be accepted.</p>
F.2.16	<b>Tender Offer Validity</b>
F.2.16.1	The bidder is required to hold the tender offer valid for a period of <b>90 calendar days</b> ( <i>from the bid closing date</i> ).
F.2.19	<b>Inspections, Tests and Analysis</b>
	Access shall be provided for inspections, tests and analysis as may be required by the employer.
F.2.23	<b>Certificates</b>
	<p>The bidder is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB) and proof of Registration on the Central Supplier Database (CSD) with a Compliant Tax Status; copy of the tax clearance with Tax Compliance Pin issued by the South African Revenue Services.</p> <p>Where a bidder bids through joint venture formation, such bidder should include a notarised joint venture agreement duly signed by each partner of such joint venture and an original consolidated B-BBEE certificate and consolidated CSD registration report. Each partner / member of the joint venture shall submit a Tax Compliance Pin.</p>
F.3.4	<b>Opening of Tender Submissions</b>
	Public opening of bids will be held after the closure / submission of bids.
F3.5	Two-envelope system – not applicable

Clause number	Tender Data for BID NO: DSD08KZNR198
F.3.1	<p><b>Evaluation of Tender Offers</b></p> <p>The procedure for the evaluation of a responsive tender will be in terms of the Preferential Procurement Regulations 2022 on a 100 points preference on pricing system.</p> <p>The procedure for the evaluation of responsive tenders is Method 4</p> <p>The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of W1 is:</p> <p>1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or</p> <p>2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R50 000 000</p> <p>Up to 100 minus W1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>

**STAGE TWO FUNCTIONALITY CRITERIA FOR REINSTATEMENT OF THE NEW 11KV MV SWITCHGEAR  
AND METERING AT 11 HOMELAND PLACE AT NEWLANDS PARK REHABILITATION CENTRE**

00	Description	Total Points allotted	Points	Points Claimed	
1	PROOF OF EXPERIENCE IN ELECTRICAL BUILDING PROJECTS (I.E. BUILDING ELECTRICAL WORKS)	MAX POINTS 40			
	Three similar projects (R1.5 million – And above)		40		
	Three similar projects (R1 million – R1.49 million)	40	35		
	Two similar projects (R1.5 million – And above)		30		
	Two similar projects (R1 million – R1.49 million)		25		
	One similar project (R1.5 million – And above)		20		
	One similar project (R1 million – R1.49 million)		15		
	Non-submission, irrelevant evidence and incomplete evidence			00	
	<ul style="list-style-type: none"><li>The bidder must submit appointment letter(s) with the project value, Completion Certificate(s) of each project(s) completed. The letter(s) and certificate(s) must be signed and dated by the client in order to be considered.</li><li>Bidder must submit appointment letter and completion certificate of the same completed project in order to be allocated points, failure to submit either of the documents, no points will be allocated to the bidder on that particular completed project.</li><li>In the case where a bidder was appointed as a Sub-Contractor, the appointment letter(s) and completion certificate(s) of the main contractor by the client department who made the appointment must be submitted.</li><li>Appointment letter (Company Experience) older than 10 years will not be considered as it will be deemed unreliable)</li><li>Only relevant appointment letters of similar project nature will be considered.</li><li>NOTE: Failure to submit any of the above requirements will results in no points being awarded to the bidder.</li></ul>				
	2	CLIENT REFERENCE	MAX POINTS 10		
Excellent		10	10		
Very good			08		
Good			06		
Satisfactory			04		
Poor			02		
Non-Submission			00		
Points allocated for proven track record based on previous completed similar projects executed by tenderer in consideration:  Points will be allocated based on (i) Signed and Stamped Reference (in the form issued to the tenderer) by a client representative and responsible Employer / Employer’s Agent; all (i.e. item (i) for the Project in consideration. The Tenderers’ performance on the projects MUST be rated by the Client Representative on a scale of 1-10 (10=Very Good), (08=Good), (06=Satisfactory), (04=Poor 40), (02= Not Acceptable) (0 Non-submission)  Points allocated for client reference based on previous completed projects executed by the bidder in consideration:  Points will be allocated based on; (i) Receipt of signed and/or stamped client references in the forms supplied in this document (ii) Completion of Client references forms which are contained in this document.  NOTE: Failure to submit any of the above requirements will results in no points being awarded to the bidder.					
3		QUALIFIED PROFESSIONAL STAFF IN THE ELECTRICAL WORKS BUILDING ENGINEERING FIELD			MAX POINTS
		Points allocated for required (i) Competencies, (ii) Qualifications (i.e. Degree / Diploma) (iii) Submission of CVs (iv) Submission of relevant certified (not older than 3 months) evidence of qualifications and certifications of allocated personnel (Required Key Project Resources).	Max 06 Points		20
	3.1 Construction / Contracts Manager (Relevant Qualification (Minimum National Diploma Electrical in the built environment professional)				
	(i) 8 years or more experience on projects in relevant category (06)	06			
	(ii) 5-8 years experience on projects in relevant category (4)	04			
	(iii) Less than 5 years experience on projects in relevant category (0)	0			

<b>3.2 Professional Architect</b>		<b>Max 06 Points</b>	<b>06</b>	
(i) 8 years or more experience on projects in relevant category (06)			<b>04</b>	
(ii) 5-8 years experience on projects in relevant category (4)			<b>0</b>	
(iii) Less than 5 years experience on projects in relevant category (0)				
<b>3.3 Site Agent (Relevant Qualification (Minimum National Diploma Electrical, in the built environment professional)</b>		<b>Max 5 Points</b>	<b>05</b>	
(i) 8 years or more experience on projects in relevant category (5)			<b>03</b>	
(ii) 5-8 years experience on projects in relevant category (3)			<b>0</b>	
(iii) Less than 5 years experience on projects in relevant category (0)				
<b>3.4 Site Foreman(Relevant Qualification (Minimum N6 Electrical in the built environment, Trade Test and Wiremans License):</b>		<b>Max 3 Points</b>	<b>03</b>	
(i) 8 years or more experience on projects in relevant category (3)			<b>01</b>	
(ii) 5-8 years experience on projects in relevant category (1)			<b>0</b>	
(iii) Less than 5 years experience on projects in relevant category (0)				
<b>NB: Points allocation with submission of all required documented and will be rounded off to the nearest lowest number)</b>				
<b>Non – Submission</b>				
Non-submission, irrelevant evidence and incomplete evidence.			<b>00</b>	00
<b>Bidders must submit CV(s) and original certified copies with dates of the qualification not older than three months in order to be allocated points in this criteria, failure to submit either of the document will results in no points being awarded to the bidder.</b>				
<b>4</b>	<b>DETAILED PROJECT PROGRAM WITH TIMELINES</b>	<b>MAX POINTS 10</b>		
The programme should be a detailed double-linked critical path programme preferably in Microsoft projects format in electronic format and take into consideration the following:		<b>10</b>	Excellent	<b>10</b>
(i) Dividing the programme into convenient construction zones both horizontally and vertically;			Very Good	<b>08</b>
(ii) Linking all activities / milestones in a structured / logical manner;			Good	<b>06</b>
(iii) Detailing all holidays, Christmas/New Year break, etc.;			Fair	<b>04</b>
(iv) The programme must be a fully resourced “double linked” critical path programme clearly showing Start, Finish and any Interim completion dates as well as any Milestone dates for critical activities. Also must show both the Date of Practical Completion and the Date of Works Completion.			Poor	<b>02</b>
<i>Program timelines to be in working days not in calendar days.</i> The overall programme will be evaluated on the scale of 1-15 (with 15 = excellent; 12 = very good; 09 = good; 06 = fair; 03 = poor ; 00= Non Submission)			Non-Submission	<b>00</b>
<b>5</b>	<b>FINANCIAL VIABILITY</b>	<b>MAX POINTS 20</b>		
	<ul style="list-style-type: none"><li>Stamped bank rating Code “<b>B</b>” of <b>R1,5 Million (whichever greater will be considered) over the period of 12 Months</b> with the bank stamp not older than 12 months; or</li><li>Recent audited annual financial statements Not older than <b>12 months with Cash &amp; Cash Equivalent of R2 Million</b> and above signed by auditors and company representative;</li><li>Signed and stamped Credit Facility/ Bank Overdraft letter from Accredited Financial Institution of <b>R2 Million.</b></li></ul>	<b>20</b>	<b>20</b>	
	<ul style="list-style-type: none"><li>Stamped bank rating Code “<b>C</b>” of <b>R500,000 (whichever greater will be considered) over the period of 12 Months</b> with the bank stamp not older than 12 months; or</li><li>Recent audited annual financial statements with Not older than <b>12 months Cash &amp; Cash Equivalent of R1 Million</b> and above signed by auditors and company representative;</li><li>Signed and stamped Credit Facility/ Bank Overdraft letter from Accredited Financial Institution of <b>R1 Million.</b></li></ul>		<b>10</b>	
	<b>Non-Submission:</b>			
	<ul style="list-style-type: none"><li>Non submission and thresholds lower than above</li></ul>		<b>0</b>	
<b>TOTAL POINTS CLAIMED</b>		<b>100</b>		
<b>QUALIFYING POINTS AND PERCENTAGE</b>		<b>70 POINTS</b>		<b>70%</b>

Clause number	Tender Data for BID NO: DSD08KZNR198
<b>F.3.13</b>  F.3.13.1	<b>Acceptance of Tender Offers</b>  Tender offers will only be accepted if: <ul style="list-style-type: none"> <li>a) the tenderer is registered on CSD and has submitted an original Copy Tax Clearance Certificate with PIN issued by the South African Revenue Services;</li> <li>b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>d) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>e) the tenderer has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are not permitted to submit tenders or participate in the contract;</li> <li>f) has completed the Compulsory Supplier Questionnaire - Contractors and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</li> <li>g) the tenderer has submitted the CIPRO documentation and certified copies of ID's for all members;</li> <li>h) the tenderer completed, signed and witnessed form of offer;</li> <li>i) the tenderer is in good standing with Compensation for Occupational Injuries and Disease Act (COIDA);</li> <li>j) the tenderer has submitted a fully priced Bill of Materials;</li> <li>k) the tenderer attended a compulsory briefing session and completed attendance register or certificate of attendance is signed by the representative of the Employer.</li> </ul>
F.3.14	<b>Notice to Unsuccessful Tenderers</b>  Should tenderers not hear from the IDT within ninety (90) calendar days of closure, they should consider their submission unsuccessful. Award will be posted on I-tender/CIDB website within 21 days of award otherwise No written notification directed to each tenderer will be issued by the Employer to unsuccessful tenderers.
F.2.8	<b>Seek clarification</b> Request clarification of the tender documents if necessary by notifying the employer <b>at least five working days before the closing Date</b> stated in the tender data
F.3.18	<b>Provide Copies of the Contract</b> The number of paper copies of the signed contract to be provided by the employer is one.
	<b>The additional conditions of tender are:</b>  1 The employer is not obliged to accept the lowest bidder.

## **ANNEXURE F : STANDARD CONDITIONS OF TENDER**

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



## Standard Conditions of Tender

### F.1 General

#### F.1.1 Actions

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

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

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

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

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

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

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

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

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

**F.1.4 Communication and employer's agent**

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

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

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

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

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

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

**F.1.6.2 Competitive negotiation procedure**

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

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

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

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

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

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

**F.1.6.3.2 Option 2**

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

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

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

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

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

### **F.2.2 Cost of tendering**

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

### **F.2.3 Check documents**

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

### **F.2.4 Confidentiality and copyright of documents**

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

### **F.2.5 Reference documents**

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

### **F.2.6 Acknowledge addenda**

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

### **F.2.7 Clarification meeting**

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

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

### **F.2.8 Seek clarification**

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

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

### **F.2.9 Insurance**

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

### **F.2.10 Pricing the tender offer**

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

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

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

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

**F.2.11 ALTERATIONS to documents**

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

**F.2.12 Alternative tender offers**

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

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

**F.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

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

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

**F.2.16 Tender offer validity**

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

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

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

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

**F.2.17 Clarification of tender offer after submission**

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

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

**F.2.18 Provide other material**

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

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

**F.2.19 Inspections, tests and analysis**

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

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

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

**F.2.21 Check final draft**

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

**F.2.22 Return of other tender documents**

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

**F.2.23 Certificates**

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

### **F.3 The employer's undertakings**

#### **F.3.1 Respond to requests from the tenderer**

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

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

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

#### **F.3.2 Issue Addenda**

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

#### **F.3.3 Return late tender offers**

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

#### **F.3.4 Opening of tender submissions**

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

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

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

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

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

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

#### **F.3.6 Non-disclosure**

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

#### **F.3.7 Grounds for rejection and disqualification**

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

### **F.3.8 Test for responsiveness**

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

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

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

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

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

### **F.3.9 Arithmetical errors, omissions and discrepancies**

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

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

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

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

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

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

### **F.3.10 Clarification of a tender offer**

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

### **F.3.11 Evaluation of tender offers**

#### **F3.11.1 General**

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

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



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

### F.3.11.6 Decimal places

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

### F.3.11.7 Scoring Financial Offers

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

$N_{FO}$  =  $W_1 \times A$  where:  
 $N_{FO}$  = the number of tender evaluation points awarded for the financial offer.  
 $W_1$  = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.  
 $A$  = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

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

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

### F.3.11.8 Scoring preferences

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

### F.3.11.9 Scoring quality

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

$$N_Q = W_2 \times S_0 / M_s$$

where:  $S_0$  is the score for quality allocated to the submission under consideration;  
 $M_s$  is the maximum possible score for quality in respect of a submission; and  
 $W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

### **Objective Criteria (after Price and B-BBEE evaluation)**

In terms of Preferential Procurement Regulation 11 and section 2(1)(f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria:

- The risk of an abnormally low bid;
- The risk of poor project and contract management on existing project with IDT;
- The risk of fruitless and wasteful expenditure to IDT;
- The risk of Irregular expenditure to IDT;

### **F.3.12 Insurance provided by the employer**

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

### **F.3.13 Acceptance of tender offer**

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

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

### **F.3.14 Prepare contract documents**

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

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

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

### **F.3.15 Complete adjudicator's contract**

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

### **F.3.16 Notice to successful tenderers**

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

### **F.3.17 Provide copies of the contracts**

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

**F.3.18 Provide written reasons for actions taken**

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

## **T1.3 SPECIFICATION FOR THE EMPLOYMENT OF SMME SUBCONTRACTORS**

### **D1. SCOPE**

This specification governs the employment of all SMME subcontractors.

### **D2. DEFINITIONS**

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

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

### **D3. USING SMMEs**

#### **D3.1 Contract Process**

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

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

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

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

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

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

#### **D4. IDENTIFICATION OF WORK TO BE PERFORMED BY SMMEs**

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

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

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

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

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

#### **D5. TENDER PROCESS FOR SMMEs**

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

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

##### **D5.1 Tender invitation**

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

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

##### **D5.2 Compilation and issue of enquiry documents**

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

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

### **D5.3 Assistance to the SMMEs**

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

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

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

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

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

### **D5.4 Adjudication**

- (a) The Contractor shall receive all tenders at a location identified by him with all sealed tender submissions to be placed in a proper tender box for this purpose.
- (b) All tenders received shall be evaluated by the Contractor and MT for final approval.
- (c) The SMME Unit shall have the right to interview any tenderer for the purpose of:
- clarifying any aspect of the tender;
  - verifying the eligibility of the tenderer;
  - querying abnormally high or low rates and prices, and

- clarifying rates and prices which are not in balance with other tendered rates and prices.
- (d) The Contractor shall provide all reasonable opportunity to such tenderers who have been interviewed, to correct obvious and patent errors, provided always that this can be achieved without altering the total tendered sum.
- (e) After the Award the Employer reserves the right to review the transparency of the Contractor's SMME subcontracting and award process.

#### **D5.5 Award of Tenders**

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

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

### **D6. TERMS AND CONDITIONS OF SUBCONTRACT AGREEMENTS**

#### **D6.1 Contractual Obligations**

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

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

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

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

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

#### **D6.2 Compilation**

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

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

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

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

**D7. CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTED SMMEs**

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

**D7.1 Dispute Avoidance and Resolution Procedures**

The Contractor shall at all times:

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

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

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

**D7.2 Quality of Work and Performance of the Subcontractor**

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

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

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

**D7.3 PAYMENT TO SMMEs**

1. SMME subcontractors are to be invited to submit their payment applications monthly and are to be paid by the Contractor within 14 (fourteen) days of invoice.



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

#### **D8. CONTRACTOR'S DUTIES UPON COMPLETION OF EACH SUBCONTRACT**

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

**(a) Contract data:**

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

**(b) Subcontract data:**

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

**(c) Certifying the SMMEs completion of the subcontract.**

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

#### **D9. CONTRACTOR'S LIABILITY**

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

**D10. PERFORMANCE GUARANTEE**

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

**D11. RETENTION**

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

**D12. MEASUREMENT AND PAYMENT**

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

**D13. SUBCONTRACTING BY SUBCONTRACTORS**

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

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

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

**E2. TERMS AND CONDITIONS OF SUBCONTRACT AGREEMENTS**

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

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

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

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

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

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

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

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

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

**E3. CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTORS**

The Contractor shall closely manage and supervise all subcontractors.

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

**E4. PAYMENT TO SUBCONTRACTORS**

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

**E5. CONTRACTOR'S LIABILITY**

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

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

**E6. PERFORMANCE GUARANTEE**

Performance guarantees for up to 10 (ten) percent of the accepted subcontract value may be required where subcontracts exceed R 500 000.00 (excluding VAT). Where such guarantees are provided by subcontractors the return of same will be related to the time when the work carried out by the subcontractor is complete to the satisfaction of the Contractor and the Employer / Employer's Agent.

**E7. RETENTION**

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

**E8. SUBCONTRACTING BY SUBCONTRACTORS**

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

## **T2.1 LIST OF RETURNABLE DOCUMENTS**

## T2.1 List of Returnable Documents

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

#	LIST OF RETURNABLE DOCUMENTS	TICK IF ATTACHED
T2.1.1	Invitation to Bid SBD 1	
T2.1.2	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022	
T2.1.3	Proof or documentation required in terms of this tender to claim points for specific goals	
T2.1.4	Valid VAT Certificate	
T2.1.5	CSD Registration	
T2.1.5	Copy Tax Clearance Certificate (Valid Tax Pin Certificate)	
T2.1.6	Joint Venture Agreement Between Parties (If applicable)	
T2.1.7	Parties Cancelled Cheque or Original Letter From Bank	
T2.1.8	Letter from the Bank Stating All Signatories	
T2.1.9	Identity Documents (Original Certified Copy)	
T2.1.10	Contractor's Copy of Registration of Incorporation or Company Registration Documents	
T2.1.11	CIDB Registration	
T2.1.12	Copy of a Valid Letter of Good standing i.e COIDA Certificate from DOL / RMA / FEM	
T2.1.13	Compulsory Enterprise Questionnaire (if applicable)	
T2.1.14	Bidder's Disclosure SBD 4	
T2.1.15	Signed Certificate of Attendance At Compulsory Briefing	
T2.1.16	Certificate of Authority For Signatory	
T2.1.17	Record of Addenda to The Tender Documents (If applicable)	
T2.1.18	Tenderer's Financial Standing	
T2.1.19	Amendments, Qualifications And Alternatives	
T2.1.20	Socio Economic Upliftment Strategy	
T2.1.21	Proposed Sub-Contractors	
T2.1.22	Contractor's Health And Safety Declaration	
T2.1.23	Safety Health Environmental And Quality Management System (SHEQ) Plan	
T2.1.24	Project Experience	
T2.1.25	Letters of Appointment, and Relevant Completion Certificates (Practical Completion, Work Completion & Final Completion)	
T2.1.26	Client References	
T2.1.27	Key Personnel	
T2.1.28	Preliminary Programme Schedule	
T2.1.29	Schedule of Equipment	
	Fully Priced Bill of Quantities	

<b>MANDATORY DOCUMENTS:</b>	
<b>Id</b>	<b>Details</b>
1	Proof of Central Supplier Registration (CSD)
2	Valid Tax Clearance Certificate / Tax Pin to verify Tax Compliance Status
3	For Joint Venture parties, Proof of Consolidated CSD
4	Valid and Active CIDB Grading of 3EP and above (or higher)
5	Completion and signing of all the attached SBD Forms (SBD 1, SBD 4, SBD 6.1))
6	Valid Letter of Good standing i.e COIDA Certificate from DOL / RMA / FEM
7	Completion, Signing and witnessing the Priced Form of Offer (Words & Numerically)
8	JV Agreement signed by all parties (where applicable) and also indicating % share split

## **T2.2 RETURNABLE SCHEDULES (ALL COMPULSORY)**



## T2.2 RETURNABLE SCHEDULES

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

#	QUALITY EVALUATION SCHEDULES
T2.1.22	Safety Health Environmental And Quality Management System (SHEQ) Plan
T2.1.23	Project Experience
T2.1.24	Letters of Appointment, and Relevant Completion Certificates (Practical Completion, Work Completion & Final Completion)
T2.1.25	Key Personnel (Refer to page 93 for template for Key Personnel)
T2.1.26	Preliminary Programme Schedule
T2.1.27	Schedule of Equipment

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

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

### **SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. The bidder must initial each and every page of the document.

### CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
  - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
  - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the National Treasury General Conditions of Contract and Standard Bidding Documents, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal Conditions of Contract, with which I/we are fully acquainted;
  - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
  - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :  

.....

.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

#### **7.CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- 7.(1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- 7.(2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
- (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
  - (b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

**SIGNED ON THIS ..... DAY OF ..... 20 ..... AT .....**

.....  
**SIGNATURE OF BIDDER OR DULY  
 AUTHORISED REPRESENTATIVE**

.....  
**NAME IN BLOCK LETTERS**

**ON BEHALF OF (BIDDER'S NAME)** .....

**CAPACITY OF SIGNATORY** .....

**NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)** .....

**POSTAL ADDRESS** .....

**TELEPHONE NUMBER:** .....

**FAX NUMBER:** .....

**CELLULAR PHONE NUMBER:** .....

**E-MAIL ADDRESS:** .....

**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE (CSD) IS  
CORRECT AND UP TO DATE**  
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative)

.....

WHO REPRESENTS (state name of bidder)

.....

I AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:**.....

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (INDEPENDENT DEVELOPMENT TRUST (IDT))</b>					
BID NUMBER:	DSD08KZNR198	CLOSING DATE: 10 OCTOBER 2025		CLOSING TIME:	12:00
DESCRIPTION	REINSTATEMENT OF THE NEW 11KV MV SWITCHGEAR AND METERING AT 11 HOMELAND PLACE - NEWLANDS PARK REHABILITATION CENTRE, KWAZULU NATAL PROVINCE				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>					
INDEPENDENT DEVELOPMENT TRUST KWAZULU NATAL PROVINCE					
22 DOROTHY NYEMBE STREET					
04 <sup>TH</sup> FLOOR THE MARINE BUILDING					
DURBAN 4001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Nondumiso Shezi		CONTACT PERSON	Thandazani Hlatshwayo	
TELEPHONE NUMBER	031 369 7400		TELEPHONE NUMBER	031 369 7400	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	NondumisoSh@idt.org.za		E-MAIL ADDRESS	ThandazaniH@idt.org.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
<b>SBD 6.1 REQUIREMENT MUST BE COMPLIED TO CLAIM POINTS ON SPECIFIC GOALS</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 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: .....

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED.....

## **T2.1.2 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

### **1. GENERAL CONDITIONS**

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

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

### **1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

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

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

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



**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

**2. DEFINITIONS**

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

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

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
-------	----	-------

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

#### Source Documents to be submitted with the Bid or RFQ

\*CIPC Document (Company Registration Document will be required for verification (CIPC DOC) including share certificates)

\*Woman (Originally Certified ID Document)

\*Youth (Originally Certified ID Document)

\*People with Disability (Letter from the Dr. Confirming the Disability)

\*Black Ownership (Originally Certified ID Document)

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

**T2.1.3 PROOF/DOCUMENTATION FOR CLAIMING OF PREFERENTIAL/SPECIFIC GOALS POINTS**

***Attached hereto is my / our Proof/documentation supporting the allocation of specific goals points. My failure to submit the proof/documentation with my / our tender document will lead to the conclusion that I am / we do not wish to claim preference/specific goals points.***

**Source Documents to be submitted with the Bid or RFQ**

\*CIPC Document (Company Registration Document will be required for verification (CIPC DOC) including share certificates)

\*Woman (Originally Certified ID Document)

\*Youth (Originally Certified ID Document)

\*People with Disability (Letter from the Dr. Confirming the Disability)

\*Black Ownership (Originally Certified ID Document)

**T2.1.4        VALID VAT CERTIFICATE WITH PIN**

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

## T2.1.5 CSD REGISTRATION -TAX CLEARANCE CERTIFICATE WITH PIN

### IMPORTANT NOTES:

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

#### **"Tax clearance certificate**

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

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

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

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

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



**T2.1.5 TAX CLEARANCE CERTIFICATE**

*[Tax Clearance Certificate with PIN]*

**T2.1.6        JOINT VENTURE AGREEMENT BETWEEN PARTIES**

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

**T2.1.7 CANCELLED CHEQUE OR ORIGINAL LETTER FROM BANK**

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

**T2.1.8 LETTER FROM THE BANK STATING ALL SIGNATORIES**

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

**T2.1.9        IDENTITY DOCUMENTS**

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

**T2.1.10                      CONTRACTOR'S COPY OF REGISTRATION OF INCORPORATION  
OR    COMPANY REGISTRATION DOCUMENTS**

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

**T2.1.11 CIDB REGISTRATION CERTIFICATE**

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

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

**T2.1.12 COPY OF A LETTER OF GOODSTANDING WITH COMPANSATION FOR OCCUPATIONAL INJURIES AND DIESES ACT (COIDA) REGISTRATION CERTIFICATE**

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



**T2.1.13 COMPULSORY ENTERPRISE QUESTIONNAIRE****Section 3: CIDB registration number, if any: .....****Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province |   |
| <input type="checkbox"/> a member of the board of directors of                                 |   |

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

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

\*insert separate page if necessary

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

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

Date

Signed

Name

Position

Enterprise  
name

**T1.2.14 BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:

.....  
 .....

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
 .....

---

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

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF

PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY  
CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	..... Date
..... Position	..... Name of bid der

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



**T2.1.16 AUTHORITY TO SIGN A BID**

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

whose signature is .....

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

*(if the space provided is not enough please list all the director in the resolution letter)*

**Note:**

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

**Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.**

**T2.1.17 RECORD OF ADDENDA TO THE TENDER DOCUMENTS**

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

Attach additional pages if more space is required.

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

Name .....

ID number ..... Position .....

Tenderer .....

**T2.1.18 TENDERER'S FINANCIAL STANDING**

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

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

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

Name of account holder: \_\_\_\_\_

Name of Bank : \_\_\_\_\_ Branch : \_\_\_\_\_

Account number : \_\_\_\_\_ Type of account : \_\_\_\_\_

Telephone number : \_\_\_\_\_ Facsimile number : \_\_\_\_\_

Name of contact person (at bank : \_\_\_\_\_

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

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

SIGNATURE: \_\_\_\_\_ IDENTITY NUMBER: \_\_\_\_\_

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



**T2.1.19 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES**

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

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

**(a) AMENDMENTS**

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

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

**(b) ALTERNATIVES**

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

**[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.**  
**(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.**

- (3) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]*

**(c) DISCOUNTS**

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

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

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

DATE:.....

## **T2.1.20 SOCIO ECONOMIC UPLIFTMENT STRATEGY**

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

Notes:

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

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

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

**T2.1.21 PROPOSED 30% SUB-CONTRACTORS**

I/We hereby notify you that it is my/our intention to employ the following domestic sub-contractors for work on this contract

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. I/We confirm that all subcontractors who are contracted to construct a building/structure, are with the Construction Industry Development Board (CIDB) and are awarded within their CIDB Grade Limit.

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

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

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

DATE:.....

## T2.1.22 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

### Declaration by Tenderer

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

SIGNATURE: \_\_\_\_\_ IDENTITY NUMBER: \_\_\_\_\_

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

**T2.1.23 EVALUATION SCHEDULE: SAFETY HEALTH ENVIRONMENTAL AND QUALITY MANAGEMENT SYSTEM (SHEQ) PLAN**

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

**(PLEASE ATTACHED HERE)**

## T2.1.24 EVALUATION SCHEDULE: PROJECT EXPERIENCE

The Tenderer shall provide details of his relevant experience on similar large-scale projects above R1mil completed in the past 10 years. In support tenderers are to complete the “Project Experience” schedule below and attach thereto copies of (a) Letters of Appointment, and (b) all the relevant Completion Certificates (practical completion, work completion & final completion)

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





## **T2.1.25 EVALUATION SCHEDULE: LETTERS OF APPOINTMENT, AND RELEVANT COMPLETION CERTIFICATES (PRACTICAL COMPLETION, WORK COMPLETION & FINAL COMPLETION)**

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

## T2.1.25 EVALUATION SCHEDULE: CLIENT REFERENCES

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

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

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

**PROJECT A:**

**Employer / Employer's Agent:** .....

**Client:** .....

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

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

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

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

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

.....

**Employer / Employer's Agent Firm:**.....

**Telephone:**.....

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

**Date:**.....

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

**Date:**.....

Stamp

## T2.1.25 EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

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

**PROJECT B:**

**Employer / Employer's Agent:** .....

**Client:** .....

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

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

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

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

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

.....  
 .....

**Employer / Employer's Agent Firm:**.....

**Telephone:**.....

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

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

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

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

**PROJECT C:**

**Employer / Employer's Agent:** .....

**Client:** .....

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

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

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

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

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

.....  
 .....

**Employer / Employer's Agent Firm:**.....

**Telephone:**.....

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

**Date:**.....

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

**Date:**.....

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

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

**PROJECT D:**

**Employer / Employer's Agent:** .....

**Client:** .....

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

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

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

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

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

.....  
 .....

**Employer / Employer's Agent Firm:**.....

**Telephone:**.....

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

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

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

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

**PROJECT E:**

**Employer / Employer's Agent:** .....

**Client:** .....

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

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

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

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

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

.....  
.....

**Employer / Employer's Agent Firm:**.....

**Telephone:**.....

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

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

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

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

**PROJECT F:**

**Employer / Employer's Agent:** .....

**Client:** .....

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

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

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

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

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

.....

.....

**Employer / Employer's Agent Firm:**.....

**Telephone:**.....

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

**Date:**.....

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

**Date:**.....

**T2.1.26****EVALUATION SCHEDULE: KEY PERSONNEL**

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

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

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

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

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

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

DATE:.....



### EVALUATION SCHEDULE: CURRICULUM VITAE OF KEY PERSONNEL (COMPULSORY)

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

## CV FOR CONTRACT OR PROJECT MANAGER

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

**Certification:**

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

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

DATE:.....  
(OWNER OF THE CV)

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

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

DATE:.....

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

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

DATE:.....  
(OWNER OF THE CV)

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

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

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

DATE:.....  
(OWNER OF THE CV)

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

DATE:.....

## EVALUATION SCHEDULE: CV FOR FOREMAN

[illegible]

**Certification:**

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

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

DATE:.....  
(OWNER OF THE CV)

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

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

DATE:.....

## T2.1.27 EVALUATION SCHEDULE: PROGRAMME SCHEDULE

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

PROGRAMME (EXAMPLE ONLY)

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]*

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

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

DATE:.....

## T2.1.28 EVALUATION SCHEDULE: SCHEDULE OF EQUIPMENT

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

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

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

*Attach additional pages if more space is required*

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

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

*Attach additional pages if more space is required*

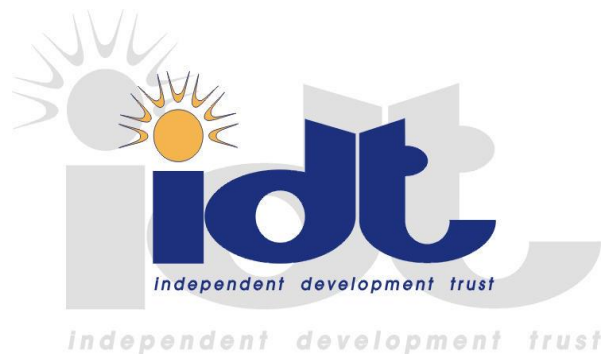
The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

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

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

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

DATE:.....



## **PART C1 : AGREEMENT AND CONTRACT DATA**

**C1.1 Form of Offer and Acceptance**

**C1.2 Contract Data**

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

**C.1.4 Adjudicators Agreement**

## **C1.1 FORM OF OFFER AND ACCEPTANCE**



## C1.1 Form of Offer and Acceptance

### Offer

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

**DSD08KZNR198: REINSTATEMENT OF THE NEW 11KV MV SWITCHGEAR AND METERING AT 11 HOMELAND PLACE AT NEWLANDS PARK REHABILITATION CENTRE, KWAZULU NATAL PROVINCE**

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

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

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

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

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

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

..

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

..

Capacity .....

#### for the tenderer

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

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

CIDB Registration number .....

<b>NOTE: Failure of a tenderer to sign this part of the tender form (offer) will invalidate the tender</b>
--

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature .....	Date .....
Name .....	Identity number .....
Capacity .....	
<b>for the Employer</b>	
	Independent Development Trust
	04 <sup>th</sup> Floor, The Marine Building
	22 Dorothy Nyembe Street
	Durban
	4000

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

## Schedule of Deviations

1 Subject .....	.....
Details .....	.....
.....	.....
.....	.....
.....	.....
2 Subject .....	.....
Details .....	.....
.....	.....
.....	.....
.....	.....
3 Subject .....	.....
Details .....	.....
.....	.....
.....	.....
.....	.....
4 Subject .....	.....
Details .....	.....
.....	.....
.....	.....
.....	.....
5 Subject .....	.....
Details .....	.....
.....	.....
.....	.....
.....	.....

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

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

## **C1.2 CONTRACT DATA**

## INDEPENDENT DEVELOPMENT TRUST

### REINSTATEMENT OF THE NEW 11KV MV SWITCHGEAR AND METERING AT 11 HOMELAND PLACE AT NEWLANDS PARK REHABILITATION CENTRE, KWAZULU NATAL PROVINCE

#### C1.2 Contract Data for Bid No: DSD08KZNR198

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

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

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

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

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

Clause Number	Contract Data for BID NO: DSD08KZNR198
1.0	<p><b>DEFINITIONS AND INTERPRETATION</b></p> <p>Clause 1.1 is deemed to be amended by the addition and amendments of the following:</p> <p>Change the Definition of "<b>AGREEMENT</b>" to read as follows: This <b>JBCC</b> Principal Building Agreement, the <b>contractor's</b> tender document accepted by the <b>employer</b>, the form of offer signed by the <b>contractor</b>, <b>special conditions of contract</b> and other <b>contract documents</b>.</p> <p>Change the Definition of "<b>BILLS OF QUANTITIES</b>" to read as follows: The document drawn up in accordance with the pricing instructions contained in the pricing data.</p> <p>Change the Definition of "<b>CONSTRUCTION PERIOD</b>" to read as follows: The period commencing on the date of <b>site</b> hand over and ending on the date of <b>practical completion</b>.</p> <p>Change the Definition of "<b>CONTRACT DOCUMENTS</b>" to read as follows: The <b>agreement</b> and all documents referenced therein. The <b>contract documents</b> shall be taken to be mutually explanatory of one another but in the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the <b>JBCC</b> Principal Building Agreement as amended by Preliminaries Section A of these <b>bills of quantities</b> shall prevail over all other <b>contract documents</b>.(see C1.2 above)</p> <p>Change the Definition of "<b>PRACTICAL COMPLETION</b>" to read as follows: The stage of completion where the <b>works</b> or a section thereof, in the opinion of the <b>Employer / Employer's Agent</b>, has been reached in accordance with C28 &amp; C29 of the specific preliminaries and where the work on the practical completion list (and tenant's list if applicable) has been completed and certified as complete by the <b>Employer / Employer's Agent</b>.</p> <p>Change the Definition of "<b>CONTRACT DRAWINGS</b>" to read as follows:</p>

	The drawings listed in the Scope of Works.
<b>Clause Number</b>	<b>Contract Data for BID NO: DSD08KZNR198</b>
	<p>Change the Definition of "<b>CONTRACT SUM</b>" to read as follows: The total of prices in the Form of Offer and Acceptance.</p> <p>Change the Definition of "<b>INTEREST</b>" to read as follows: The interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).</p> <p>Change the Definition of "<b>SECURITY</b>" to read as follows: The form of security provided by the <b>employer</b> or <b>contractor</b>, as stated in the <b>schedule</b>, from which the <b>contractor</b> or <b>employer</b> may recover expense or loss.</p> <p>Add the following to the list of definitions:</p> <p><b>SCHEDULE</b> means the variables listed in the Contract Data.</p> <p><b>EXCEPTIONALLY INCLEMENT WEATHER</b> means weather which is not only extreme or severe but exceeding that which, on the evidence of the past ten years, could reasonably be expected.</p> <p><b>TENANT LIST</b> means a list compiled by the tenant or in his absence the <b>Employer / Employer's Agent</b> defining the incomplete or defective work to be rectified to achieve <b>practical completion</b>. Such list shall be scrutinised and endorsed by the <b>Employer / Employer's Agent</b> and shall not be unreasonable in the context of his contract.</p> <p><b>CORRUPT PRACTICE</b> means the offering, giving, receiving and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution</p> <p><b>FRAUDULENT PRACTICE</b> means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p>
<b>3.0</b>	<p><b>DOCUMENTS</b></p> <p>Clause 3.1 is deleted.</p> <p>Clause 3.2.1 is deleted and replaced with the following:</p> <p>3.2.1 "A <b>construction guarantee</b> in terms of sub-clause 14.3 as elected in the <b>contract data</b>"</p> <p>Clause 3.3 is deleted and replaced with the following:</p> <p>3.3 The <b>contractor</b> hereby, waives his lien or right of continuing possession of the <b>works</b>.</p> <p>Clause 3.5 is amended by deleting the following:</p> <p>"Formal signatures are not required to render this <b>agreement</b> binding"</p> <p>Clause 3.6 is amended by deleting the last sentence and replace it with the following:</p> <p>"The original signed set of <b>contract documents</b> shall be held by the <b>employer</b> or such other party as stated in the <b>contract data</b>"</p> <p>Clause 3.7 is amended by adding the following to the end thereof:</p> <p>The <b>contractor</b> shall supply and keep a copy of the <b>JBCC</b> Series 2000 Edition 6.2 (2018) Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the</p>

	<p><b>employer, Employer / Employer's Agent and agents</b> shall have access at all times.</p> <p>Clause 3.10 is amended by replacing the reference to "<b>Employer / Employer's Agent</b>" with the word "<b>employer</b>".</p> <p>Clause 3.11 is deleted and replaced with the following:</p>
<b>Clause Number</b>	<b>Contract Data for BID NO: DSD08KZNR198</b>
	<p>3.11 For details of changes made to the provisions of the <b>JBCC</b> standard documentation refer to Preliminaries, Section A of the <b>Bills of Quantities</b> which shall be deemed to have been identified and notified to the <b>contractor</b> by the <b>Employer / Employer's Agent</b> thereby fully complying with clause 6.0 of the Contract data EC</p>
<b>4.0</b>	<p><b>DESIGN RESPONSIBILITY</b></p> <p>Clause 4.0 is amended by the addition of the following clauses to the end thereof:</p> <p>4.4 Notwithstanding the provisions of clause 4.2, the <b>contractor</b> is to ensure that <b>nominated or selected subcontractor</b> shall simultaneously with the signing of the relevant nominated or selected sub-contract sign and deliver to the <b>employer</b> a design materials and workmanship warranty and undertaking in favour of the <b>employer</b> in accordance with the annexure attached hereto.</p> <p>4.5 Any subcontractor whose subcontract involves design work will be required to provide to the <b>employer</b> evidence of "professional indemnity" insurance for such design work.</p> <p>If the <b>contractor</b> fails to obtain the necessary design warranties and / or indemnities from the subcontractors, the design responsibility shall be deemed to devolve upon the <b>contractor</b>"</p>
<b>5.0</b>	<p><b>EMPLOYER'S AGENTS</b></p> <p>Clause 5.4 is deleted and replaced with the following:</p> <p>5.4 "Should the <b>Employer / Employer's Agent</b> or any <b>agent</b> be unable to act or cease to be an agent, the <b>employer</b> shall inform the <b>contractor</b> of the new <b>Employer / Employer's Agent</b> or <b>agent</b> appointed.</p>
<b>6.0</b>	<p><b>CONTRACTOR'S SITE REPRESENTATIVE</b></p> <p>Clause 6.0 is amended by the addition of the following clauses to the end thereof:</p> <p>6.3 The <b>contractor</b> should identify a suitably qualified and experienced construction manager who will be the single-point accountability and responsibility for the management of the construction <b>works</b>, and who is a holder of National Diploma or NQF Level 5 in Building Engineering or relevant qualification and with more than 1 years post qualification experience.</p> <p>6.4 Where the key personnel are no longer accessible to undertake the necessary work after the award of the tender, the <b>contractor</b> shall within a period of 5 working days replace the key personnel listed in <b>Schedule</b> with a person with equivalent competencies and subject to approval by the <b>employer</b>.</p> <p>6.5 The <b>contractor</b> shall submit a full organogram of the site personnel with the names of the management team which will be allocated to the project for the construction of the <b>works</b>,</p> <p>6.6 The <b>contractor's</b> representative shall not be a person against whom the <b>Employer / Employer's</b></p>

	<p><b>Agent</b> shall make a reasonable objection.</p> <p>6.7 On instruction from the <b>Employer / Employer's Agent</b> the <b>contractor's</b> representative shall be replaced by a person approved by the <b>Employer / Employer's Agent</b>.</p> <p>6.8 The <b>contractor</b> shall not make any changes to the management and site personnel relative to the project without prior approval of the <b>Employer / Employer's Agent</b>.</p>
<b>Clause Number</b>	<b>Contract Data for BID NO: DSD08KZNR198</b>
<b>7.0</b>	<p><b>COMPLIANCE WITH LAWS AND REGULATIONS</b></p> <p>Clause 7.0 is amended by the addition of the following clause to the end thereof:</p> <p>7.2 The <b>employer</b> reserves the right to pay direct (i.e. not through the <b>contractor</b> ) for all or any permanent connections to local or other authority services for which provisional amounts have been included within these <b>bills of quantities</b> or within any <b>selected sub-contract</b> documents. In the event of the <b>employer</b> paying direct for these charges, the <b>contractor</b> will not be entitled to the applicable and agreed mark-up in terms of clause 32.4. All such provisional amounts included in the contract sum will be omitted.</p>
<b>9.0</b>	<p><b>INDEMNITIES</b></p> <p>Clause 9.1 is amended by the addition of the following clause to the end thereof:</p> <p>9.1.4 The <b>contractor</b> indemnifies and holds harmless the <b>employer</b> 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 <b>contractor</b>, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by instalments or otherwise shall be included by the <b>contractor</b> in the price and shall be paid by him to those to whom they may be payable. The <b>contractor</b> shall reimburse the <b>employer</b> for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the <b>employer</b> in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the <b>employer</b> is a party.</p>
<b>10.0</b>	<p><b>GENERAL INSURANCE</b></p> <p>Clause 10 is amended by the addition of the following clauses to the end thereof:</p> <p>10.5 Damage to the works</p> <p>(a) Without any way limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> 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 <b>employer</b> against any such damage. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection and security of the <b>works</b> as the <b>contractor</b> may deem necessary.</p> <p>(a) The <b>contractor</b> shall at all times proceed immediately to remove or dispose of any debris arising from damage or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b>.</p> <p>(b) Where the <b>employer</b> bears the risk in terms of this contract, the <b>contractor</b> shall, if requested to do so, reinstate any damage or destroyed portions of the <b>works</b> and the costs</p>



	<p>of such reinstatement shall be measured and valued in terms of 32.0 hereof.</p> <p>10.6 Injury to Persons or loss of or damage to Properties</p> <p>(a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable</p>
<b>Clause Number</b>	<b>Contract Data for BID NO: DSD08KZNR198</b>
	<p>(b) The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any liability, loss, claim or proceeding consequent upon loss of or damage or to any moveable, or immoveable property or personal property or property contiguous to the <b>site</b>, whether belonging to or under the control of the <b>employer</b> or any other body or person, arising out of or in the course of or by reason of the execution of the <b>works</b> unless due to any act or negligence of any person for whose actions the <b>employer</b> is legally liable.</p> <p>(c) The <b>contractor</b> shall upon receiving a <b>contract instruction</b> from the <b>Employer / Employer's Agent</b> cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the <b>employer</b> shall be entitled to cause it to be made good and to recover the cost therefore from the <b>contractor</b> or to deduct the same from amounts due to the <b>contractor</b>.</p> <p>(d) The <b>contractor</b> shall be responsible for the protection and safety of such portions of the premises placed under his control by the <b>employer</b> for the purpose of executing the <b>works</b> until the issue of the <b>certificate of practical completion</b>.</p> <p>(e) Where the execution of the <b>works</b> 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 <b>contractor</b> 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 <b>works</b> has been completed.</p> <p>(f) The <b>contractor</b> 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 <b>works</b>.</p> <p>10.7 High Risk Insurance</p> <p>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions which might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p>10.7.1 Damage to the works</p> <p>The <b>contractor</b> shall, from the <b>commencement date</b> of the <b>works</b> until the date of the <b>certificate of practical completion</b>, bear the full risk of and hereby indemnifies and hold harmless the <b>employer</b> against any damage to and/or destruction of the <b>works</b> consequent upon a catastrophic ground movement as mentioned above. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection of the <b>works</b> as he may deem necessary.</p> <p>When so instructed to do so by the <b>Employer / Employer's Agent</b>, the <b>contractor</b> shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, replace and/or repair the <b>works</b>, at the <b>contractor's</b> own costs.</p> <p>The <b>contractor</b> shall be liable for and hereby indemnifies and holds harmless the <b>employer</b> 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</p>

	<p>personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.</p> <p>10.7.2 Injury to persons or loss of or damage to property The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> 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 <b>site</b>, whether belonging to or under the control of the <b>employer</b> or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of construction.</p>
<b>Clause Number</b>	<b>Contract Data for BID NO: DSD08KZNR198</b>
	<p>10.7.3 It is the responsibility of the <b>contractor</b> 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 <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall, within twenty one (21) <b>calendar days</b> of the <b>commencement date</b>, but before commencement of the <b>works</b> submit to the <b>employer</b> proof of such insurance policy, if requested to do so.</p> <p>10.7.4 The <b>employer</b> shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred subsequent upon the <b>contractor's</b> 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 <b>contractor</b> or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the <b>employer</b> and the <b>contractor</b> and for this purpose all these contracts shall be considered on indivisible whole.</p>
<b>14.0</b>	<p><b>SECURITY</b></p> <p>Clause 14.3 is deleted and replaced with the following clauses:</p> <p>14.3 The <b>employer</b> has selected the <b>security</b> in terms of clause 14.0, which is a variable <b>construction guarantee</b>. This guarantee is to be issued by the <b>contractor</b>:</p> <p>14.3.1 The <b>contractor</b> shall furnish the <b>employer</b> with a variable <b>construction guarantee</b> equal in value to ten per cent (10%) of the <b>contract sum</b> within twenty-one (21) <b>calendar days</b> from the offer of appointment <b>date</b>.</p> <p>14.3.2 Within twenty-one (21) <b>calendar days</b> of the date of <b>practical completion</b> of the <b>works</b> the <b>employer</b> shall reduce the variable <b>construction guarantee</b> to an amount equal to two per cent (2%) of the <b>contract value</b></p> <p>14.3.3 Within twenty-one (21) <b>calendar days</b> of the date of <b>final completion</b> of the <b>works</b> the <b>employer</b> shall release the variable <b>construction guarantee</b> to the <b>contractor</b>.</p> <p>14.3.4 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> [33.0], the <b>employer</b> may issue a written demand in terms of the variable <b>construction guarantee</b>.</p> <p>14.3.5 A variable <b>construction guarantee</b> shall only expire at <b>final completion</b> date.</p> <p>14.3.5 In the event that the value of the <b>works</b> were to increase during the course of the contract by an amount of 15% or more of the <b>contract sum</b>, upon written request from the <b>Employer / Employer's Agent</b>, the <b>contractor</b> shall immediately arrange to have the <b>construction guarantee</b> guaranteed sum increased accordingly, the verified cost of which shall be added to the <b>contract sum</b>.</p> <p>Clause 14.4 is deleted.</p>

	<p>Clause 14.5 is deleted.</p> <p>Clause 14.6 is deleted.</p>
<b>Clause Number</b>	<b>Contract Data for BID NO: DSD08KZNR198</b>
<b>15.0</b>	<p><b>PREPARATION FOR AND EXECUTION OF THE WORKS</b></p> <p>Clause 15.1 is amended by the following</p> <p>15.1.2 is replaced by the following:</p> <p>15.1.2 The fully signed Contract document and its Addendums with all applicable returnables and annexures</p> <p>15.1.3 is added:</p> <p>15.1.3 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) <b>calendar days</b> of date of acceptance of the tender. (add environmental management plan)</p> <p>Clause 15.2 is amended by deleting 15.2.1 and replacing with the following clause:</p> <p>15.2.1 Give the <b>contractor</b> possession of the <b>site</b> within ten (10) <b>working days</b> of the <b>contractor</b> complying with the terms of 15.1.</p> <p>Clause 15.2.2 is deleted.</p> <p>Clause 15.2.3 is deleted.</p> <p>Clause 15.5 is amended by the addition of the following clauses to the end thereof:</p> <p>15.5.1 The <b>contractor</b> shall furnish samples of materials and specimens of finishes as may be called for by the <b>Employer / Employer's Agent</b> for his approval.</p> <p>15.5.2 The <b>Employer / Employer's Agent</b> may instruct the <b>contractor</b> to furnish samples of workmanship for his approval. Where the <b>Employer / Employer's Agent</b> requires an assembly of various elements of the building or installation which is not incorporated in the <b>works</b>, the <b>contractor</b> shall arrange such an assembly at the <b>employer's</b> expense and the <b>contract value</b> shall be adjusted accordingly.</p> <p>Clause 15.6 is deleted and replaced with the following clauses:</p> <p>15.6 The <b>contractor</b> shall:</p> <p>15.6.1 Immediately on award of the contract and prior to the commencement on <b>site</b>, the <b>contractor</b> shall prepare a working <b>programme</b> covering the first month of the construction period. This working <b>programme</b> shall be prepared in conjunction with the <b>Employer / Employer's Agent</b> and shall be subject to his approval.</p> <p>During the first month of the construction period the <b>contractor</b> shall prepare and draw up the <b>programme</b> for the balance of the <b>works</b> in accordance with the conditions of this clause 15.6. – (SEE 15.6.2 BELOW)</p>

	<p>15.6.2 This <b>programme</b> shall be drawn up in accordance with the dates in the <b>agreement</b> for possession, sectional completion and <b>practical completion</b> and shall be in sufficient and approved detail to ensure control over the <b>works</b>.</p> <p>15.6.3 The <b>programme</b> shall be compiled based on the Critical Path Method of Programming with the critical activities clearly highlighted. It shall be compiled in such a way that logic is not constrained by resource limitations unless specifically approved by the <b>Employer / Employer's Agent</b>.</p> <p>15.6.4 Documentation will not be available in complete detail at the commencement stage. However the <b>contractor</b>, in conjunction with the <b>Employer / Employer's Agent</b>, shall progressively plan the <b>works</b> on provisional information available and with sufficient scope to include future detail without disrupting the basic logic initially approved by the <b>Employer / Employer's Agent</b>.</p>
Clause Number	Contract Data for BID NO: DSD08KZNR198
	<p>The quantities contained in these <b>bills of quantities</b> are provisional and shall be utilized as a guide only for the drawing up of the <b>programme</b>.</p> <p>Where assumptions are made in regard to programming aspects, such assumptions shall be recorded in the <b>programme</b>.</p> <p>15.6.5 The <b>programme</b> shall be updated and modified to accommodate a material change in circumstances or whenever reasonably required by the <b>Employer / Employer's Agent</b>.</p> <p>Any acceleration and/or special measures sanctioned by the <b>Employer / Employer's Agent</b> together with associated effects shall be incorporated in a revision to the <b>programme</b>.</p> <p>15.6.6 The <b>programme</b> (including each revision thereof) shall be prepared in conjunction with the <b>Employer / Employer's Agent</b> and shall be subject to his approval. The approval of the <b>Employer / Employer's Agent</b> shall be deemed to be given on the basis that the <b>contractor</b> represents that the <b>programme</b> complies with the requirements of clause 15.6.</p> <p>The <b>contractor</b> shall be responsible at all times for maintaining the accuracy, validity and reasonableness of the <b>programme</b> and the implementation thereof. The fact that a <b>programme</b> has been prepared in conjunction with the <b>Employer / Employer's Agent</b> or approved by him shall not release or relieve the <b>contractor</b> from any of his obligation or responsibilities under this <b>agreement</b>. Without derogating from the foregoing, the <b>contractor</b> shall at all times bear the onus to demonstrate that the <b>programme</b> complies with the requirement of this <b>agreement</b> and, where applicable constitute an appropriate baseline <b>programme</b> for any purpose in connection with this <b>agreement</b>.</p> <p>15.6.7 The <b>contractor</b> and the <b>Employer / Employer's Agent</b> shall, at regular intervals not exceeding one month, assess the state of progress of the <b>works</b> relative to the latest agreed revision of the <b>programme</b>. Such agreement shall include the recording of actual commencement and completion dates for each activity and shall constitute the official record of the progress at such point in time.</p>
16.0	<p><b>SITE AND ACCESS</b></p> <p>Clause 16.4 is deleted in its entirety and replaced with the following:</p> <p>16.4 The geotechnical report is available for inspection at the office of the Employer / Employer's Agent.</p> <p>Clause 16.7 is amended by the addition of the following:</p> <p>The <b>contractor</b> shall be deemed to have familiarised himself with all known services, servitudes,</p>

	<p>etc. Any queries relating to information regarding all known existing services, servitudes, etc. should be directed to the <b>Employer / Employer's Agent</b>.</p> <p>The <b>contractor</b> shall be held responsible for damage to existing services caused or arising out of the <b>contractor's</b> operations. Wherever a service is damaged it shall be replaced at the expense of the <b>contractor</b>.</p>
<b>17.0</b>	<p><b>CONTRACT INSTRUCTIONS</b></p> <p>Clause 17.0 is amended by the addition of the following clause:</p> <p>17.1.21 Acceleration</p>
<b>18.0</b>	<p><b>SETTING OUT OF THE WORKS</b></p> <p>Clause 18.1 is amended by replacing "employer" in the first sentence with "contractor".</p> <p>Cause 18.0 is amended by the addition of the following clauses at the end thereof:</p>
<b>Clause Number</b>	<b>Contract Data for BID NO: DSD08KZNR198</b>
	<p>18.5 The <b>contractor</b> shall continuously perform tolerance control checks throughout the contract period and report on these at regular intervals to the <b>Employer / Employer's Agent</b> in a format approved by the <b>Employer / Employer's Agent</b>.</p> <p>Should the <b>contractor</b> fail to comply with this requirement to the satisfaction of the <b>Employer / Employer's Agent</b>, progressively as the structure is constructed, the <b>employer</b> shall be entitled to commission a registered land surveyor to do so on the <b>contractor's</b> behalf and at the <b>contractor's</b> expense.</p> <p>18.6 The <b>contractor</b> shall provide general attendance and all reasonable assistance to the abovementioned or any other land surveyor who may be appointed by the <b>employer</b>.</p>
<b>19.0</b>	<p><b>TEMPORARY WORKS AND PLANT</b></p> <p>Clause 19.0 is amended by the addition of the following clauses:</p> <p>19.3 ...including but not limited to fencing off the site</p> <p>19.4 The <b>contractor</b> shall provide air conditioned office accommodation for meetings suitable for 20 persons as well as additional air conditioned office space for four workstations complete with desks, telephone and internet data connection and chairs. The office accommodation is to be kept clean and fit for use at all times by the <b>contractor</b>.</p> <p>19.5 The <b>contractor</b> shall provide 1No main notice board of an approved design with the title of the project and the names of the <b>employer</b>, the <b>Employer / Employer's Agent</b>, the <b>agents</b> and the <b>contractor</b> sign written thereon. The <b>Employer / Employer's Agent</b> shall instruct the <b>contractor</b> where the board is to be erected".</p>
<b>24.0</b>	<p><b>PRACTICAL COMPLETION</b></p> <p>Clause 24.1 is amended by the addition of the following clauses to the end thereof:</p> <p>24.1.4 In order to achieve <b>practical completion</b> of the various sections of <b>works</b> and without derogating from the generality of the term <b>practical completion</b>, the <b>contractor</b> shall, as a minimum comply with the basic criteria as defined in clauses C28 &amp; C29 in the Preliminaries, Section C.</p> <p>Clause 24.4 is amended by replacement of seven (7) <b>calendar days</b> with fourteen (14) <b>calendar days</b>.</p>

	<p>Clause 24.5 is amended by replacement of seven (7) <b>calendar days</b> with fourteen (14) <b>calendar days</b>.</p> <p>Clause 24.0 is amended by replacing the word list with lists.</p> <p>Clause 24.0 is amended by the addition of the following clauses to the end thereof:</p> <p>24.11 Without derogating from the generality of the requirements for <b>practical completion</b> the following specific requirements shall apply:</p> <p>24.11.1 <b>Defects</b> occurring after the issue of the <b>practical completion</b> list requiring remedial work that will in the opinion of the <b>Employer / Employer's Agent</b> cause disruption, will cause the issue of the certificate of <b>practical completion</b> to be withheld until such <b>defects</b> have been rectified to the satisfaction of the <b>Employer / Employer's Agent</b>.</p> <p>24.11.2 The following certificates of compliance shall be required (excluding others that may be required by the local/national authority) from the contractor to achieve <b>practical completion</b>:</p> <p>a) A certificate from the <b>contractor</b> that all aspects of the construction regulations of 2003 have been complied with.</p>
<b>Clause Number</b>	<b>Contract Data for BID NO: DSD08KZNR198</b>
	<p>a) A certificate from the <b>contractor</b> that the National Building Regulations have been complied with</p> <p>c) A certificate of compliance with respect to plumbing and drainage</p> <p>d) An electrical certificate of compliance</p> <p>e) A certificate of compliance with respect to all glazing</p> <p>f) A certificate of compliance and fire clearance certificate from the contractor and fire chief respectively.</p> <p>g) A galvanizing and painting guarantee.</p> <p>h) A mechanical certificate of compliance.</p> <p>i) A structural certificate of compliance.</p> <p>j) A palisade certificate of compliance.</p> <p>k) A smoke extraction certificate of compliance.</p> <p>l) A fire signage certificate of compliance.</p> <p>m) A tiling certificate of compliance.</p> <p>n) A waterproofing certificate of compliance.</p> <p>o) A generator guarantee.</p> <p>p) Any other applicable guarantees.</p> <p>24.11.3 A complete set of maintenance and operating manuals together with all workmanship and material warranties and guarantees are to be compiled and issued to the <b>Employer / Employer's Agent</b> prior to <b>practical completion</b> being granted. In addition to the abovementioned documentation a formal "on site" handover will be required to be conducted with every discipline in the presence of the <b>contractor</b> as</p>

	<p>well as the applicable services subcontractor.</p> <p>24.12 Notwithstanding anything to the contrary contained in the contract, should the <b>contractor</b> in the opinion of the <b>Employer / Employer's Agent</b> not have achieved <b>practical completion</b> of any area of the <b>works</b>, the <b>employer</b> may, notwithstanding the <b>contractor's</b> ongoing responsibilities, take possession of any such area and such possession by the <b>employer</b> shall not in any way be construed that <b>practical completion</b> has been achieved.</p> <p>In such event, the <b>Employer / Employer's Agent</b> shall give written notice to the <b>contractor</b> that the <b>employer</b> is taking immediate possession of any particular area/s without <b>practical completion</b> having been achieved in order to mitigate the <b>employer's</b> damages and exposure to loss or expense.</p> <p>24.12.1 In the event of the <b>Employer</b> taking occupation of the <b>works</b> or part thereof prior to <b>practical completion</b> being achieved, but on or after the date for <b>practical completion</b>, the <b>employer</b> shall:</p> <p>(a) Have the <b>Employer / Employer's Agent</b> issue a <b>practical completion</b> list(s) prior to such occupation</p> <p>(b) Grant the <b>contractor</b> thereafter all reasonable access to expeditiously attend to the items on the <b>practical completion</b> list(s)</p> <p>24.13 After the issue of the <b>certificate of practical completion</b>, entry upon the <b>works</b> to make good <b>defects</b> shall be at such reasonable times as shall be agreed by the <b>Employer / Employer's Agent</b>.</p>
Clause Number	Contract Data for BID NO: DSD08KZNR198
	<p>The <b>contractor</b> shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by others. Claims of loss of profit shall not be entertained.</p>
25.0	<p><b>WORKS COMPLETION</b></p> <p>Clause 25.0 is amended by changing the word list to lists.</p> <p>Clause 25.0 is amended by adding the following clauses to the end thereof:</p> <p>25.6 The <b>contractor</b> shall generally attend to <b>defects</b> during the <b>defects</b> liability period on a progressive basis and will not be permitted to wait until the end of the patent <b>defects</b> liability period or until the amount of <b>defects</b> accumulates in order to attend to a comprehensive list of <b>defects</b>.</p> <p>25.7 Should the <b>defect</b> be deemed by the <b>Employer / Employer's Agent</b> to be urgent he shall notify the <b>contractor</b> in writing to attend to such <b>defect</b>. The <b>contractor</b> shall immediately on receipt of this notice give the <b>Employer / Employer's Agent</b> a definite time and date on which he will start the rectification of the said <b>defect</b>.</p> <p>Should the time and date be unacceptable in the opinion of the <b>Employer / Employer's Agent</b> or should the <b>contractor</b> not start at this agreed time and date and complete the rectification in a diligent manner, the <b>employer</b> reserves the right to complete the outstanding works and deduct the cost of such work as certified by the <b>Employer / Employer's Agent</b> from amounts owing to the <b>contractor</b>.</p>
29.0	<p><b>REVISION OF DATE OF PRACTICAL COMPLETION</b></p> <p>Clause 29.0 is amended by replacing "<b>Employer / Employer's Agent</b>" with "<b>employer</b>"</p> <p>Clause 29.1.1 shall be deleted and replaced with the following:</p> <p>29.1.1 Exceptionally inclement weather</p>



	<p>"Exceptionally inclement weather" shall be defined as weather conditions in excess of the monthly average recorded for the past 10 (ten) years by the nearest commonly recognised weather bureau in the region of the project.</p> <p>The <b>contractor</b> shall be deemed to have allowed in his <b>programme</b> for the <b>works</b> and opposite this item or in his rates, for the cost of all delays as a result of weather conditions which are average.</p> <p>Clause 29.2 Replace <b>Employer / Employer's Agent</b> for <b>Employer</b>.</p> <p>Clause 29.3 is amended as follows – Employer / Employer's Agent recommends (refer 32.1)</p> <p>Clause 29.0 is amended by the addition of the following clauses to the end thereof:</p> <p>29.9 Revision to the date for <b>practical completion</b> shall only be considered when work on the critical path of the agreed <b>programme</b> for the <b>works</b> is delayed.</p> <p>29.9 The Revision to the date for practical completion and the adjustment of the contract value (if applicable) shall be managed by the <b>Employer / Employer's Agent</b> and only approved by <b>the Employer</b>.</p> <p>29.10 Acceleration of the <b>works</b></p> <p>29.10.1 Irrespective of whether or not the <b>Employer / Employer's Agent</b> rules that the <b>contractor</b> is entitled to a revision of the date for <b>practical completion</b>, the <b>Employer / Employer's Agent</b> shall nevertheless at any time, be entitled to instruct the <b>contractor</b>, in writing, to accelerate the progress of the remaining <b>works</b>, to ensure that the <b>works</b> are completed by the original date for <b>practical completion</b> or revised date as the case may be.</p>
<b>Clause Number</b>	<b>Contract Data for BID NO: DSD08KZNR198</b>
	<p>29.10.2 Upon receipt of such instruction, the <b>contractor</b> shall take all necessary steps to ensure that the <b>works</b> are completed timeously, including the provision by him of additional resources, plant, manpower, etc. and the working of overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The <b>contractor</b> shall prove that such steps are being taken if called upon to do so.</p> <p>29.10.3 Should the <b>Employer / Employer's Agent</b> instruct the <b>contractor</b> to accelerate, the <b>contractor's</b> entitlement shall be calculated by adding to the entitlement to which he would otherwise have become due should the contract period have been extended, a further 30% to the value thereof.</p> <p>For the purpose of this calculation the 30% acceleration entitlement relating to an extension of contract period granted in terms of clause 29.1, shall be calculated as if the extension was granted in terms of 29.2.</p> <p>The above amounts shall be deemed to fully reimburse the <b>contractor</b> for any additional expenses and loss beyond that contemplated by the <b>contractor</b> at time of tender including the under utilisation of any resources and the like due to the <b>contractor</b> having been instructed by the <b>Employer / Employer's Agent</b> to accelerate.</p> <p>29.11 It is recorded that the bulk of the information required for tenant installation and fit out will not be available on the commencement of the contract. This information will be available progressively during the course of the contract. The <b>contractor</b> is to take cognisance of this fact and is to allow in his <b>programme</b> for the flow of the majority of the tenant information in the latter part of the contract.</p> <p>No claim by the <b>contractor</b> for a revision of the <b>practical completion</b> date as defined above will</p>



	be considered due to the <b>contractor</b> not having provided for the above in his <b>programme</b> .
<b>31.0</b>	<p><b>INTERIM PAYMENT</b></p> <p>Clause 31.1 is amended by the addition of the following:</p> <p style="padding-left: 40px;">The <b>contractor</b> is to issue his claim to the quantity surveyor by the 20th of each month in preparation for the quantity surveyor to issue a valuation to the <b>Employer / Employer's Agent</b> by the 30th of each month, failure to submit a claim will entitle the quantity surveyor to submit a reasonable value for the <b>works</b> done.</p> <p>Clause 31.6 is amended by the deletion of the first sentence and replaced with the following:</p> <p style="padding-left: 40px;">Materials and goods shall not, as a general rule, be included in the value certified. Should the <b>Employer / Employer's Agent</b> agree, such materials and goods shall be included in the value certified only where, to the satisfaction of the <b>Employer / Employer's Agent</b>, the <b>contractor</b> has issued a bank guarantee to the <b>employer</b> in a format to be approved by the <b>Employer / Employer's Agent</b>.</p> <p>Clause 31.9 is deleted and replaced with the following:</p> <p>31.9 The <b>employer</b> shall pay to the <b>contractor</b> the amount certified in an <b>interim payment certificate</b> within thirty (30) calendar days of the date of receipt (check 34.10) of the <b>contractor's tax invoice</b> for the amount certified.</p>
<b>32.0</b>	<p><b>ADJUSTMENT OF THE CONTRACT VALUE</b></p> <p>Clause 32.1 is deleted and replaced with the following clause:</p>
<b>Clause Number</b>	<b>Contract Data for BID NO: DSD08KZNR198</b>
	<p>32.1 The <b>employer</b> in consultation with the <b>Employer / Employer's Agent</b> shall determine the value of adjustments to the <b>contract value</b> according to the <b>priced document</b>. Where items of additional work are required the <b>employer</b> in consultation with the <b>Employer / Employer's Agent</b> and the <b>contractor</b> may agree on the adjustment before the commencement of such work.</p> <p>Clause 32.12 Delete this clause.</p>
<b>34.0</b>	<p><b>FINAL ACCOUNT AND FINAL PAYMENT</b></p> <p>Clause 34.1 is deleted and replaced with the following clause:</p> <p>34.1 The <b>contractor</b> shall cooperate with and assist the <b>Employer / Employer's Agent</b> in the preparation of the <b>final account</b> by timeously providing all relevant documents on request. The <b>Employer / Employer's Agent</b> shall issue the final account to the <b>contractor</b> within ninety (90) <b>calendar days</b> of the date of <b>practical completion</b>.</p> <p>Clause 34.3 is deleted and replaced with the following clause:</p> <p>34.3 The <b>contractor</b> shall accept or object to the <b>final account</b> within forty-five (45) <b>calendar days</b> of receipt thereof. On acceptance, or should the <b>contractor</b> not object with reasons to the <b>final account</b> within such period, the <b>Employer / Employer's Agent</b> shall issue the final <b>payment certificate</b> [34.5].</p>

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

## Contract Agreement

Clause Number	Contract Agreement
41.0	<p><b>41.0 POST TENDER PROVISIONS</b></p> <p>41.1 All information provided in this section requires consultation with the <b>parties</b> to the <b>agreement</b>.</p> <p>41.2 The completed <b>Contract Data - Employer</b> and <b>Contractor</b></p> <p>41.3 <b>Contractor</b> addenda and such other pertinent documents as listed below shall form part of this <b>agreement</b>:</p> <p>41.3 The dispute resolution body selected by the <b>parties</b> is:</p> <p><b><u>THE ASSOCIATION OF SOUTH AFRICAN ARBITRATORS</u></b></p> <p>41.4 The <b>employer</b> shall provide a <b>Payment Guarantee</b> (amount) <input type="text" value="N/A"/></p> <p>41.5 An annual building industry holiday period is applicable (yes/no) <input type="text" value="YES"/></p> <p>41.6 Further provisions and information agreed by the parties:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
42.0	<p><b>42.0 CONTRACTUAL AGREEMENT</b></p> <p>42.1 This <b>agreement</b> is the entire (special conditions?) contract between the <b>parties</b> regarding the matters addressed herein. No representations, terms, conditions or warranties not contained in this <b>agreement</b> shall be binding on the <b>parties</b>. No agreement or addendum varying, adding to, deleting or terminating this <b>agreement</b> including this clause shall be effective unless reduced to writing and signed by the <b>parties</b>.</p> <p><b>42.2 Contracting Parties</b></p> <p>(1) <b>Employer</b> : <b>THE INDEPENDENT DEVELOPMENT TRUST</b></p> <p>Physical Address : KwaZulu-Natal Regional Office 04<sup>th</sup> Floor, The Marine Building 22 Dorothy Nyembe Street Durban, 4000</p> <p>Telephone : (031) 369-7400 Fax : (031) 307-4793 E-mail : <a href="mailto:NondumisoSh@idt.org.za">NondumisoSh@idt.org.za</a> or <a href="mailto:ThandazaniH@idt.org.za">ThandazaniH@idt.org.za</a></p> <p>TAX / Vat Registration no : 458 014 7876</p>

Clause Number	Contract Agreement		
	<p>(2) <b>Contractor</b> :</p> <p>Physical Address :</p> <p>Telephone :  Fax :  E-mail :</p> <p>TAX / Vat Registration no :</p> <p>42.3 The accepted contract sum (inclusive of tax)</p> <p style="text-align: right;">(amount) <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px; vertical-align: middle;"></span></p> <p>(In words) _____</p> <p>_____</p> <p>_____</p> <p>42.4 Signature of the contracting <b>parties</b>:</p> <p>Thus done and signed at _____ on _____</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>_____  Name of signatory</p>   <p>_____  Capacity of signatory</p>   <p>Thus done and signed at _____ on _____</p>   <p>_____  Name of signatory</p> </td> <td style="width: 50%; vertical-align: top;"> <p>_____  For and on behalf of the <b>employer</b> who  by signature hereof warrants  authorisation hereto</p>   <p>_____  As Witness (1)</p>   <p>_____  For and on behalf of the <b>contractor</b> who  by signature hereof warrants  authorisation hereto</p> </td> </tr> </table>	<p>_____  Name of signatory</p> <p>_____  Capacity of signatory</p> <p>Thus done and signed at _____ on _____</p> <p>_____  Name of signatory</p>	<p>_____  For and on behalf of the <b>employer</b> who  by signature hereof warrants  authorisation hereto</p> <p>_____  As Witness (1)</p> <p>_____  For and on behalf of the <b>contractor</b> who  by signature hereof warrants  authorisation hereto</p>
<p>_____  Name of signatory</p> <p>_____  Capacity of signatory</p> <p>Thus done and signed at _____ on _____</p> <p>_____  Name of signatory</p>	<p>_____  For and on behalf of the <b>employer</b> who  by signature hereof warrants  authorisation hereto</p> <p>_____  As Witness (1)</p> <p>_____  For and on behalf of the <b>contractor</b> who  by signature hereof warrants  authorisation hereto</p>		

	Capacity of signatory	As Witness (2)
<b>Clause Number</b>	<b>Contract Agreement</b>	
	Details of Witness (1)  Name: _____ Address: _____ _____ _____	Details of Witness (2)  Name: _____ Address: _____ _____ _____



## Contract Data – Employer to Contractor

Clause Number	Contract Data – Employer to Contractor
	<p><b>1.0 CONTRACTING AND OTHER PARTIES</b></p> <p><b>1.1 Employer : THE INDEPENDENT DEVELOPMENT TRUST</b></p> <p>Physical Address : KwaZulu-Natal Regional Office 04<sup>th</sup> Floor, The Marine Building 22 Dorothy Nyembe Street Durban, 4000</p> <p>Telephone : (031) 369-7400 Fax : (031)307-4793 E-mail : <a href="mailto:ThandazaniH@idt.org.za">ThandazaniH@idt.org.za</a></p> <p>TAX / Vat Registration no : 4580147876</p>
Clause Number	Contract Data – Employer to Contractor
	<p>1.6 Interest of <b>Employer / Employer's Agent</b> (yes/no) <b>No</b></p>

	<p>or other <b>agents</b> in the project</p> <p>[5.5] Details where "yes" <u>Not applicable</u></p> <p>1.7 The <b>Employer/Employer / Employer's Agent</b> named in 1.1/1.4 above is responsible for the preparation of the <b>contract data</b> schedule and must be contacted should the <b>contractor</b> be uncertain of the information provided or to be provided. Failure to complete the <b>contract data</b> schedule in full may result in the tender being disqualified.</p> <p><b>2.0 CONTRACT AND SITE INFORMATION</b></p> <p>2.1 The <b>law</b> applicable to this <b>agreement</b> [1.7] (country/state) <b>South Africa</b></p> <p>2.2 <b>Works</b> identification [1.1] This project involves the reinstatement of the new 11kv mv switchgear and metering at 11 homeland place at Newlands park rehabilitation centre</p> <p>2.3 <b>Site</b> description [1.1] The project is situated in 1 Homedale Place, Newlands, with co-ordinates: -29.46' 00", 30.57' 46"</p> <p>2.4 Possession of the <b>site</b> is to be given on [15.2.1] (date) <b>To be agreed</b></p> <p>2.5 Period for the commencement of the [15.3] <b>works</b> after the <b>contractor</b> takes possession of the <b>site</b> (working days) <b>5</b></p> <p>2.6 Completion of the <b>works</b> in sections is required [15.4, 28.0] (yes/no) <input type="checkbox"/> (No of sections) <b>N/A</b></p> <p>2.7 Waiver of the <b>contractor's</b> lien or waiver of the <b>contractor's</b> right of continuing possession is required [3.3, 31.16.2] (yes/no) <b>Yes</b></p> <p>2.8 Defined restrictions to the <b>site</b> area. Where "yes" the specific requirements are described below or detailed in the <b>contract Documents</b> (yes/no) <b>No -</b></p> <p><u>Not applicable</u></p>
<b>Clause Number</b>	<b>Contract Data – Employer to Contractor</b>
N	<p>2.9 Geotechnic investigation of the <b>site</b> has been undertaken. [16.4] Where "yes" results are included in the <b>contract documents</b> (yes/no) <b>N/A</b></p> <p>2.10 Existing premises will be occupied. Where "yes" the specific requirements are described below or detailed in the contract documents. (yes/no) <b>Yes</b></p>

	<p>2.11 Provision of temporary services is required. Where "yes" the [16.7] specific requirements are described below or detailed in the <b>contract documents</b></p> <p style="text-align: right;">(yes/no) <input type="text" value="Yes"/></p> <table border="0"> <tr> <td>2.11.1 Water</td> <td>Option A Option B Option C</td> <td> <b>Contractor</b> – his cost  <b>Employer</b> – free of charge  <b>Employer</b> – metered (<b>contractor's</b> cost)  (A, B or C) </td> <td><input type="text" value="A"/></td> </tr> <tr> <td>2.11.2 Electricity</td> <td>Option A Option B Option C</td> <td> <b>Contractor</b> – his cost  <b>Employer</b> – free of charge  <b>Employer</b> – metered (<b>contractor's</b> cost)  (A, B or C) </td> <td><input type="text" value="A"/></td> </tr> <tr> <td>2.11.3 Telecom</td> <td>Option A Option B Option C</td> <td> <b>Contractor</b> – his cost  <b>Employer</b> – free of charge  <b>Employer</b> – metered (<b>contractor's</b> cost)  (A, B or C) </td> <td><input type="text" value="A"/></td> </tr> <tr> <td>2.11.4 Ablutions</td> <td>Option A Option B</td> <td> <b>Contractor</b> – his cost  <b>Employer</b> – free of charge  (A or B) </td> <td><input type="text" value="A"/></td> </tr> </table> <p>2.12 Protection of existing trees and shrubs is required [16.8] Where "yes" the specific requirements are described below or detailed in the <b>contract documents</b></p> <p style="text-align: right;">(yes/no) <input type="text" value="Yes"/></p> <p><u>Permission to be sought through the Engineer/Environmental Specialist before any tree can be removed, cutback or trimmed</u></p> <p><b>3.0 INSURANCES AND SECURITIES</b></p> <p>3.1 Contract works insurance to be effected by [10.1.1, 12.6]</p> <p style="text-align: right;">(Employer/Contractor) <input type="text" value="Contractor"/></p> <p style="text-align: right;">For the sum of (amount) <input type="text" value="Contract sum + 30%"/></p> <p style="text-align: right;">With a deductible of (amount) <input type="text" value="R50 000"/></p> <p>3.2 Supplementary / Special insurance to be effected by [10.1.2, 11.1-3, 12.6]</p> <p style="text-align: right;">(Employer/Contractor) <input type="text" value="Contractor"/></p> <p style="text-align: right;">For the sum of (amount) <input type="text" value="Contract sum + 20%"/></p> <p style="text-align: right;">With a deductible of (amount) <input type="text" value="0.1% of value"/></p>	2.11.1 Water	Option A Option B Option C	<b>Contractor</b> – his cost <b>Employer</b> – free of charge <b>Employer</b> – metered ( <b>contractor's</b> cost) (A, B or C)	<input type="text" value="A"/>	2.11.2 Electricity	Option A Option B Option C	<b>Contractor</b> – his cost <b>Employer</b> – free of charge <b>Employer</b> – metered ( <b>contractor's</b> cost) (A, B or C)	<input type="text" value="A"/>	2.11.3 Telecom	Option A Option B Option C	<b>Contractor</b> – his cost <b>Employer</b> – free of charge <b>Employer</b> – metered ( <b>contractor's</b> cost) (A, B or C)	<input type="text" value="A"/>	2.11.4 Ablutions	Option A Option B	<b>Contractor</b> – his cost <b>Employer</b> – free of charge (A or B)	<input type="text" value="A"/>
2.11.1 Water	Option A Option B Option C	<b>Contractor</b> – his cost <b>Employer</b> – free of charge <b>Employer</b> – metered ( <b>contractor's</b> cost) (A, B or C)	<input type="text" value="A"/>														
2.11.2 Electricity	Option A Option B Option C	<b>Contractor</b> – his cost <b>Employer</b> – free of charge <b>Employer</b> – metered ( <b>contractor's</b> cost) (A, B or C)	<input type="text" value="A"/>														
2.11.3 Telecom	Option A Option B Option C	<b>Contractor</b> – his cost <b>Employer</b> – free of charge <b>Employer</b> – metered ( <b>contractor's</b> cost) (A, B or C)	<input type="text" value="A"/>														
2.11.4 Ablutions	Option A Option B	<b>Contractor</b> – his cost <b>Employer</b> – free of charge (A or B)	<input type="text" value="A"/>														
<b>Clause Number</b>	<b>Contract Data – Employer to Contractor</b>																
	<p>3.3 Public liability insurance to be effected by [10.1.3, 12.6]</p> <p style="text-align: right;">(Employer/Contractor) <input type="text" value="Contractor"/></p> <p style="text-align: right;">For the sum of (amount) <input type="text" value="R3 000 000"/></p> <p style="text-align: right;">With a deductible of (amount) <input type="text" value="R25 000"/></p>																



	<p>3.4 Support insurance to be effected by [11.1.1]</p> <p>(Employer/Contractor) <input type="text" value="N/A"/></p> <p>For the sum of (amount) <input type="text" value="N/A"/></p> <p>With a deductible of (amount) <input type="text" value="N/A"/></p> <p>3.5 Special insurance to be effected by [11.1.2-3, 12.1]</p> <p>(Employer/Contractor) <input type="text" value="N/A"/></p> <p>Type <input type="text" value="N/A"/></p> <p>For the sum of (amount) <input type="text" value="N/A"/></p> <p>With a deductible of (amount) <input type="text" value="N/A"/></p> <p><b>4.0 PRACTICAL COMPLETION DATES AND PENALTIES</b></p> <p>4.1 For the <b>works</b> as a whole: Date</p> <table border="1"> <tr> <td data-bbox="379 790 834 864">[24.3.1] The date for <b>practical completion</b> [30.1-3] and the penalty per <b>calendar day</b></td> <td data-bbox="879 790 1145 864">2 calendar months after contract commencement date</td> <td data-bbox="1185 790 1444 864">0.035% of R100 of the contract value</td> </tr> </table> <p>4.2 For the <b>works</b> in <b>sections</b>: Date</p> <p>[24.3.1] The date for <b>practical completion</b> [30.1-3] and the penalty per <b>calendar day</b></p> <table border="1"> <tr> <td>Section 1</td> <td><input type="text" value="N/A"/></td> <td><input type="text" value="N/A"/></td> </tr> <tr> <td>Section 2</td> <td><input type="text" value="N/A"/></td> <td><input type="text" value="N/A"/></td> </tr> <tr> <td>Section 3</td> <td><input type="text" value="N/A"/></td> <td><input type="text" value="N/A"/></td> </tr> <tr> <td>Section 4</td> <td><input type="text" value="N/A"/></td> <td><input type="text" value="N/A"/></td> </tr> <tr> <td>Section 5</td> <td><input type="text" value="N/A"/></td> <td><input type="text" value="N/A"/></td> </tr> <tr> <td>Section 6</td> <td><input type="text" value="N/A"/></td> <td><input type="text" value="N/A"/></td> </tr> </table>	[24.3.1] The date for <b>practical completion</b> [30.1-3] and the penalty per <b>calendar day</b>	2 calendar months after contract commencement date	0.035% of R100 of the contract value	Section 1	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>	Section 2	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>	Section 3	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>	Section 4	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>	Section 5	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>	Section 6	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>
[24.3.1] The date for <b>practical completion</b> [30.1-3] and the penalty per <b>calendar day</b>	2 calendar months after contract commencement date	0.035% of R100 of the contract value																				
Section 1	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>																				
Section 2	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>																				
Section 3	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>																				
Section 4	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>																				
Section 5	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>																				
Section 6	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>																				
<p><b>Clause Number</b></p>	<p><b>Contract Data – Employer to Contractor</b></p>																					
	<p><b>5.0 DOCUMENTS AND GENERAL</b></p> <p>5.1 Construction document copies to be supplied to the <b>contractor</b> free of charge [3.7] (No of drawings) <input type="text" value="1"/></p> <p>5.2 The priced document may be used as a specification of <b>materials and goods</b></p>																					

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

## Contract Data – Contractor to Employer

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

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

## **C1.3 CONSTRUCTION GUARANTEE**

## INDEPENDENT DEVELOPMENT TRUST

### REINSTATEMENT OF THE NEW 11KV MV SWITCHGEAR AND METERING AT 11 HOMELAND PLACE AT NEWLANDS PARK REHABILITATION CENTRE - KWAZULU-NATAL PROVINCE

## C1.3 Construction Guarantee

### GUARANTOR DETAILS AND DEFINITIONS

Guarantor means	_____
Physical address	_____ _____
Guarantor's signatory 1	_____ Capacity _____
Guarantor's signatory 2	_____ Capacity _____
Employer means	<b><u>THE INDEPENDENT DEVELOPMENT TRUST</u></b>
Contractor means	_____
Agent means	_____
Works means	<b><u>BID No. DSD08KZNR198</u></b> <b><u>REINSTATEMENT OF THE NEW 11KV MV SWITCHGEAR AND</u></b> <b><u>METERING AT 11 HOMELAND PLACE AT NEWLANDS PARK</u></b> <b><u>REHABILITATION CENTRE, KWAZULU NATAL PROVINCE</u></b>
Site means	<b><u>(-29.46' 00", 30.57' 46")</u></b>
Agreement means	<b><u>The JBCC Series 2000 Principal Agreement Edition 6.2, May 2018</u></b> <b><u>with standard and special conditions of contract</u></b>
Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT	
Amount in figures	R _____
Amount in words	_____ _____ (Rand)
Guaranteed Sum means the maximum aggregate amount of	
Amount in figures	R _____
Amount in words	_____ _____ (Rand)

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

<b>GUARANTOR'S LIABILITY</b>	<b>PERIOD OF LIABILITY</b>
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of:  <hr/> <hr/> (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 Employer / Employer's Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2

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

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

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

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

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

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

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

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

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

Signed at \_\_\_\_\_ Date \_\_\_\_\_

Guarantor's Signatory 1 \_\_\_\_\_ Guarantor's Signatory 2 \_\_\_\_\_

Identity number \_\_\_\_\_ Identity number \_\_\_\_\_

Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

Guarantor's seal or stamp



## **C1.4 ADJUDICATOR'S AGREEMENT**

## INDEPENDENT DEVELOPMENT TRUST

### REINSTATEMENT OF THE NEW 11KV MV SWITCHGEAR AND METERING AT 11 HOMELAND PLACE AT NEWLANDS PARK REHABILITATION CENTRE, KWAZULU NATAL PROVINCE

#### C1.4 Adjudicator's Agreement

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ between:

\_\_\_\_\_ (name of company / organisation)

of \_\_\_\_\_

\_\_\_\_\_ (address) and

\_\_\_\_\_ (name of company / organisation)

of \_\_\_\_\_

\_\_\_\_\_ (address) and

(the Parties)

and \_\_\_\_\_ (name of Adjudicator)

of \_\_\_\_\_

\_\_\_\_\_ (address) and

(the Adjudicator)

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

and known as \_\_\_\_\_

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

\* Delete as necessary

**IT IS NOW AGREED** as follows:

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

SIGNED by: _____	SIGNED by: _____	SIGNED by: _____
Name: _____	Name: _____	Name: _____
ID: _____	ID: _____	ID: _____
who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of	who warrants that he / she is duly authorised 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 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

\* Delete as necessary

## **C1.5 WAIVER OF LIEN**

# Waiver of Contractor's Lien

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

## Agreement

---

### DEFINITIONS

Contractor \_\_\_\_\_

Employer \_\_\_\_\_

Agreement \_\_\_\_\_  
(Principal Building Agreement  
or Minor Works Agreement)

Works (description) \_\_\_\_\_

Site \_\_\_\_\_  
(property title deed description)

---

### AGREEMENT

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

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

---

Thus done and signed at \_\_\_\_\_ on


\_\_\_\_\_  
Name of signatory

\_\_\_\_\_  
Capacity of signatory

\_\_\_\_\_  
As witness

\_\_\_\_\_  
on behalf of the Contractor

---

JBCC Series 2000  Code 2121 July 2007

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

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

THIS AGREEMENT is made between Independent Development trust represented by the Supply Chain Management.  
(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....  
in his capacity as: .....  
AND: .....  
(hereinafter called the CONTRACTOR) of the other part, herein represented by .....  
.....  
in his capacity as: .....

duly authorised to sign on behalf of the Contractor.

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

**TENDER : REINSTATEMENT OF THE NEW 11KV MV SWITCHGEAR AND METERING AT  
11 HOMELAND PLACE AT NEWLANDS PARK REHABILITATION CENTRE, KWAZULU  
NATAL PROVINCE;**

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

**NOW THEREFORE** the parties agree as follows:

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

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

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

on this the ..... day of ..... 20.....

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

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

the ..... day of ..... 20.....

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....





## INDEPENDENT DEVELOPMENT TRUST

### VOLUME 2 OF 2

#### PRICING DATA, SCOPE OF WORK, SITE INFORMATION AND ANNEXURES

#### REINSTATEMENT OF THE NEW 11KV MV SWITCHGEAR AND METERING AT 11 HOMELAND PLACE AT NEWLANDS PARK REHABILITATION CENTRE

**TENDER NO: DSD08KZNR198**

#### Independent Development Trust

04<sup>th</sup> Floor, The Marine Building  
22 Dorothy Nyembe Street  
Durban  
4000

Contact: (031) 369 7400  
Name: Ms Nondumiso Shezi (SCM)  
E-mail: [NondumisoSh@idt.org.za](mailto:NondumisoSh@idt.org.za)

04<sup>th</sup> Floor, The Marine Building  
22 Dorothy Nyembe Street  
Durban  
4000

Contact: (031) 369 7400  
Name: Mr Thandazani Hlatshwayo (Technical)  
E-mail: [ThandazaniH@idt.org.za](mailto:ThandazaniH@idt.org.za)

**Bidder:** .....

**CIDB Registration Number:** ..... 3EP ELECTRICAL WORKS BUILDING OR HIGHER

**CSD Registration Number:** .....

**Contact Person:** .....

**Contact Details:** .....

## **C2 PRICING DATA**

## **C2.1 PRICING INSTRUCTIONS**

## INDEPENDENT DEVELOPMENT TRUST

### REINSTATEMENT OF THE NEW 11KV MV SWITCHGEAR AND METERING AT 11 HOMELAND PLACE AT NEWLANDS PARK REHABILITATION CENTRE

#### C2.1 Pricing Instructions

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

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

c) 75 percent is Time Related.

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

## **C2.2 BILLS OF QUANTITIES**

**REINSTATEMENT OF THE 11 KV MV SWITCHGEAR AND METERING AT 11 HOMEDALE PALCE - NEWLANDS PARK REHAB CENTRE**

No	Description	Unit	Quantity	Rate	Amount
1.	Provision of the Safety File and compliance to the Healthy and Safety Standard		1		
2.	Decommissioning and making safe of the existing LM/MV system	N/A	1		
3.	Supply and installation of the 4 - Way RM6 Switchgear	N/A	1		
4.	Supply and installation of the complete Voltage Transformer Panel	N/A	1		
5.	Supply and installation of the Metering Panel	N/A	1		
6	Supply and installation of the BTU Unit	N/A	1		
7	Rigging Switchgear and position by rig and crane	N/A	1		
8.	Supply and installation of the MV/LV cabling 2,5mm x 8 Core –ECC Cable ( Low Voltage)	No	40		
9.	Supply and installation of the MV/LV cabling 2,5mm x 8 Core –ECC Cable Terminations ( Low Voltage)	No	4		
10.	Supply and installation of the 10mm 2 x 4 Core Cable ( Low Voltage)	No	40		
11.	Supply and installation of the 10mm 2 x 4 Core Cable Terminations ( Low Voltage)	No	2		
12.	Supply and installation of the PVC accessories ( Low Voltage)	No	1		
13.	Supply and installation 11kV 3-CORE XLPE Cable ( Medium Voltage)	No	18		
14	Supply and installation 11kV 3-CORE XLPE Cable Terminations (Medium Voltage)	No.	3		
15	Supply and installation 11kV 3-CORE XLPE Cable Joints (Medium Voltage)	No.	3		
16	Commissioning and testing of the LM/MV system	No	1		
17.	Testing and commissioning of the Transformer and delivery to eThekweni for verification	No	1		
18.	Issuing of the Certification of Compliance and the report	No.	1		
19.	Professional inspection, evaluation and monitoring, compliance to health and safety standards, Close out	Item	1		



	Report and Final accounting				
	<b>Sub Total A</b>				
	<b>10% Contingency</b>				
	<b>Sub Total B</b>				
	<b>15% VAT</b>				
	<b>Total</b>				

## **C3 SCOPE OF WORKS**

## INDEPENDENT DEVELOPMENT TRUST

### REINSTATEMENT OF THE NEW 11KV MV SWITCHGEAR AND METERING AT 11 HOMELAND PLACE AT NEWLANDS PARK REHABILITATION CENTRE, KWAZULU NATAL PROVINCE

#### C3.1 Scope of Work

##### 1 DESCRIPTION OF THE WORKS

###### 1.1 Employer's objectives

The employer's objective is to provide for the: Department of Social Development, **KwaZulu-Natal Province** a permanent, safe and hygienic facilities which comply with the Department's Norms and Standards

###### 1.2 Overview of the works

This project involves the reinstatement of the new 11KV MV switchgear and metering at 11 homeland place at Newlands park rehabilitation centre as listed below but not limited to:

#### **HOMEDALE PLACE: NEWLANDS WEST: APPLICATION No. E0582656**

Reinstatement of your medium voltage switchgear and metering in the substation at the above property.

In order for you to replace your switchgear, eThekweni Electricity (TE) will need to disconnect the existing medium voltage service cable between the TE switchboard and your switchboard. Your new switchgear is required to be positioned in the same location as the existing switchgear. TE will need to supply, install and terminate a new medium voltage cable from their switchboard to your new switchboard. An invoice for this work will be forwarded to you for payment. The medium voltage test documents and compliance certificate will need to be given to TE's Clerk of Works prior to the new installation being energised.

During this changeover, ensure that the existing metering cables are disconnected from the old switchboard and glanded onto the new switchgear. TE's Metering Division Staff will thereafter terminate these cables and re-commission this metering.

Detailed substation drawings indicating the position of the existing and proposed switchgear are to be provided. The plans must include the following details: -

- i. The substation room details (Scale 1:25 or 1:50)
- ii. Details of MV schematic up to the LV bus bars, associated transformer vector groups and impedance.

In addition to this requirement, the new switchgear must conform to the following specifications.

The main incoming circuit breaker must be fitted with overcurrent and earth fault protection. The relay shall operate on a standard inverse curve. The overcurrent setting range shall be at least between 50% and 200% while the earth fault setting range shall be at least between 10% and 40%. The associated current transformer should be 400/200/5A and shall be class 5P with a rating of 15VA. The High Voltage metering transformers incorporated in the main incoming circuit breaker, must comply with the following specification:-

One current transformer per phase, primary amps/5A, class 0, 2 for 400/ 5A and class 0,5 for 200/5A, 7 ½ VA, with a 0,5 second over current factor corresponding to at least 350 MVA at 11 000 volts.

One voltage transformer (VT); ratio 11 000/110 volts; class 0.5 star/ star 100 VA per phase, with the neutral of the low voltage side brought out to insulated terminal. This must be connected to the incoming side of the main incoming circuit breaker.

Drawings showing the physical and electrical arrangement of these metering transformers must be sent to my Protection and Test Division for approval in due course and actual transformers themselves submitted to the Division for Inspection and testing before final installation.

#### **1.4 Location of the works**

The designated site is the present reinstatement of the new 11KV MV switchgear and metering at 11 homeland place at Newlands park rehabilitation centre, KwaZulu-Natal Province with co-ordinates -29.46' 00", 30.57' 46"

#### **1.5 Socio and Economic Methodology**

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

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

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

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

## **2 DESIGN / ENGINEERING**

### **2.1 Employer's Design**

As per the attached drawings

### **2.2 Drawings**

The drawings used for setting up the Bills of Quantities are as attached:  
See Volume 2 of 2

## **3 PROCUREMENT**

### **3.1 Preferential procurement procedures**

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

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

**3.1.1 Requirements for the sourcing and engagement of labour.**

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

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

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

**3.1.2 Specific provisions pertaining to SANS 1914-5**

**3.1.2.1 Resources Standard Pertaining to targeted procurement**

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

**3.1.2.2 Contract Participation Goal**

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

**4. MANAGEMENT**

**4.1 Recording of weather**

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

**4.2 Unauthorised persons**

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

**4.3 Management meetings**

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

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

**4.4 Forms for contract administration**

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

#### **4.5 Payment certificates**

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

## **C3.2 WORKS SPECIFICATION**

## **INDEPENDENT DEVELOPMENT TRUST**

### **REINSTATEMENT OF THE NEW 11KV MV SWITCHGEAR AND METERING AT 11 HOMELAND PLACE AT NEWLANDS PARK REHABILITATION CENTRE, KWAZULU NATAL PROVINCE**

#### **C3.2 Work Specification**

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

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

**NOT APPLICABLE**



### **C3.3 PARTICULAR SPECIFICATION**

## **INDEPENDENT DEVELOPMENT TRUST**

### **REINSTATEMENT OF THE NEW 11KV MV SWITCHGEAR AND METERING AT 11 HOMELAND PLACE AT NEWLANDS PARK REHABILITATION CENTRE, KWAZULU NATAL PROVINCE**

#### **C3.3: PARTICULAR SPECIFICATIONS**

In addition to the Standard Specifications and the Project Specifications, the following Particular Specifications shall apply to this contract and are bound in hereafter:

The contractor is referred to the following documents attached to this document;

- 1 HEALTH AND SAFETY SPECIFICATION (IDT TO PROVIDE THIS DOCUMENT)

## **HEALTH AND SAFETY SPECIFICATION**

## **SITE INFORMATION**

## **INDEPENDENT DEVELOPMENT TRUST**

### **REINSTATEMENT OF THE NEW 11KV MV SWITCHGEAR AND METERING AT 11 HOMELAND PLACE AT NEWLANDS PARK REHABILITATION CENTRE, KWAZULU NATAL PROVINCE**

#### **C4: Site Information**

##### **The site**

The designated site is the present reinstatement of the new 11KV MV switchgear and metering at 11 homeland place at Newlands park rehabilitation centre situated in the, with co-ordinates: -29.46' 00", 30.57' 46"

##### **Work area**

Tenders shall be deemed to have visited the site and to have acquainted themselves fully with the nature of the site, obstructions, access restrictions, overhead cables, servitudes, etc. No claim whatsoever will be entertained due to errors or omissions in the tender price due to work area conditions.

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

##### **Access**

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

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

## **C4.1 LOCALITY MAP**

## **INDEPENDENT DEVELOPMENT TRUST**

### **REINSTATEMENT OF THE NEW 11KV MV SWITCHGEAR AND METERING AT 11 HOMELAND PLACE AT NEWLANDS PARK REHABILITATION CENTRE, KWAZULU NATAL PROVINCE**

#### **C4.1: Locality Plan**



