



INDEPENDENT DEVELOPMENT TRUST

BID NOTICE No: DoEEC/10/2021: 10th December 2021

Note: BID closes on Thursday, 3rd February 2022 @ 11:00

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

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

Name of Projects	Town	IDT Project Number	EMIS Number	Compulsory Site Briefing Meeting	CIDB Grading	Principal Agent
Ntsonkontha SSS 31.69677000 South;27.0325 9000	Lady Frere	DOE15ECAR003	200600642	18 th January 2022	8 GB or higher	Plot Roeleveld RQS 082 575 3720

Compulsory Site Briefing Meeting will take place.

Bid Documents which must be completed and submitted are available for download on IDT website: [www.idt.org.za/business-opportunities/current tender, bulletin:](http://www.idt.org.za/business-opportunities/current-tender-bulletin)
www.ectreasury.gov.za, iTender: www.cidb.org.za, eTender on: www.etenders.gov.za
from **Friday 10 December 2021**.. All documents must be downloaded and printed by the bidders from the abovementioned sites.

Bidders shall meet the following compulsory requirements before being evaluated further on functionality, price and B-BBEE:

Mandatory Requirements/Documents:

- Valid copy of a Letter of Good Standing (Workman's Compensation, COIDA) or FEM Letter of Good Standing; If a Joint Venture, then all partners must submit their own (COIDA) Registration Certificate.
- Original certified ID copy.
- Contractor's Certified Copy of Registration of Incorporation or Company Registration Documents (CIPC)

- **Fully Completed and Signed Standard Bidding Documents:**
 - ✓ Invitation to Bid (SBD 1)
 - ✓ Declaration of Interest (SBD 4)
 - ✓ Preference Points Claim Forms (SBD 6.1)
 - ✓ Local Production and Content (SBD 6.2) (including all the annexures C. Bidders must return Annexure C. All blank spaces must be completed. Bidders to indicate items that are not applicable.)
 - ✓ Declaration of Bidder's Past Supply Chain Management Practices(SBD 8)
 - ✓ Certificate of Independent Bid Determination (SBD 9)
- Signed and fully completed Original Certificate/Affidavit of Authority for Signatory
- Signed Joint Venture or consortium Agreement Between Parties showing project sharing percentage (where applicable) signed by all parties.
- Proof of valid and active CIDB grading designation certificate (Joint Ventures Must submit valid and active consolidated CIDB grading registration certificate)
- Fully priced and completed Bills of Quantities, Electrical and Mechanical Installations.
- Attendance of compulsory tender briefing meeting and signing of the attendance register.
- Completion of form of offer in the tender document **in full & signed.**
- Subcontracting commitment of a minimum of 30% of the value of the contract to an EME or QSE with at least 51% ownership by black people.
- Tender to provide proof of professional registration of the lead project contracts manager as Pr. Construction Manager or Pr. SACPCMP.
- No Copies, no correctional fluids, erasable pen or a lead pencil will be used on any of the submitted forms. Only black ink must be used to complete documents. Any mistakes must be neatly crossed out and countersigned by all relevant parties
- Tenderers or contractors must submit proof of subcontracting arrangement between the main tenderer and the subcontractor.
- Proof of subcontracting arrangement to be provided by a tenderer may include a subcontracting agreement between main tenderer and the sub-contractor alongside with the following:
 - ✓ CIDB Grading
 - ✓ Signed Subcontracting Agreement by all parties

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

Non-Mandatory Returnable Documents:

1. B-BBEE Certificate (Original/Original Certified Copy)
2. Tax Compliance Letter with a unique pin
3. Acknowledgement of Addenda to the tender document.
4. Proof of Central Supplier Database (CSD) registration – CSD Number (Joint Ventures must submit CSD both JV partners)
5. For JV/Consortium partnership; must submit consolidated BBB-EE SANAS certificate.
Failure to submit will result in no points awarded for BBB-EE
6. Reference letters must be signed and stamped by Principal Agent or Client.

Local Production and Content (SBD 6.2)

Bidders are hereby notified that the minimum threshold for local production and content for steel construction materials is tabulated below. Bidders are to identify components relevant for the scope of work bidding for.

Steel Construction Materials	Components	Local Content Threshold
Fabricated Structural Steel	Latticed steelwork, reinforcement steel, columns beams, plate girders, rafters, bracing, cladding supports, stair stringers & treads, ladders, steel flooring, floor grating, handrailing & balustrading, scaffolding, ducting, gutters, launders, downpipes and trusses	100%
Joining / Connecting Components	Gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs and brackets	100%
Frames	Doors and Windows	100%
Roof and Cladding	Bare steel cladding, galvanised steel cladding, colour coated cladding	100%
Fasteners	Bolts, nuts, rivets and nails	100%
Wire Products	All fencing products: all barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nails/tacks, spring and screws	100%
Ducting & Structural Pipework	Non-conveyance tubing fabricated from steel sheeting and plate with structural supports	100%
Gutters, downpipes & launders	Fabricated materials made from sheeting associated with roof drainage systems	100%

- Bidders are further notified that bids in respect of steel and components for construction must contain a specific bidding condition which states that:
- Only locally produced or locally manufactured steel products and components for construction with a stipulated minimum threshold for local production and content will be considered.
- If the quantity of steel products and components for construction required cannot be wholly sourced from South African (SA) based manufacturers and/or at the designated local content threshold stipulated in the above table at any time, bidders and the procuring entities should obtain a written exemption from the DTI. The DTI, in consultation with the procuring organ of state and the local industry, will consider the exemption applications on a case-by-case basis.
- Bidders must clearly indicate in their bids the quantities to be supplied and the level of local content for each product.
- The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of bid; and only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.
- The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the formula disclosed in SBD 6.2 inserted in the bid document
- Preferences are offered to Tenderers who have a proven track record in the building industry with special emphasis on similar facilities. Only Tenderers who are competent in the advertised work, will be evaluated **on an 90/10 criteria**

based on the Treasury Regulations of 2017, where functionality will be evaluated as follows:

- Criteria Points Allocation

Evaluation Criteria

STAGE 2– Functionality

Bidders are to obtain a minimum of **70** points of the total functionality points to be considered for the next stage

FUNCTIONALITY

Evaluation Criteria	Points Allocation
Relevant Previous Experience on completed projects of a similar nature and value in the last ten (10) years	35 points
Capacity to Deliver	20 points
Qualifications, Skills and Experience of project key resources	20 points
Project Schedule	15 points
Project Schedule Project Specific OHS	10 points
Total	100 points
NB: Minimum qualifying functionality threshold is 70 points out 100	

DESCRIPTION OF FUNCTIONALITY FOR ALLOCATION OF POINTS:

1. Previous Experience: Relevant Previous Experience on completed projects of a similar nature and value in the last ten years (35 points)

- A. Track Record (15 points)
- B. Signed and stamped client References (20 points)

2. Capacity to Deliver (20 points)

- A. Current Commitments (10 points)
- B. Plant (10 points)

3. Capability Resources: Qualification and Competencies (20 points)

- A. Capability Resources (5 points)
- B. Qualification and Key Staff (10 points)
- C. Years of Experience (5 points)

1. Programme Schedule (15 points)

5. Project Specific OHS (10 points)

- A. Submission of project specific OHS
- B. Qualification of personnel

STAGE 3– Price and B-BBEE

In order to claim and be awarded B-BBEE points bidders must submit an original certified copy of B-BBEE certificate issued by a SANAS accredited agency or by the Company and Intellectual Property Commission (CIPC). In cases of a Joint Venture, an original consolidated B-BBEE certificate issued by SANAS accredited verification agency will be accepted.

(Failure to submit will render Bidder scoring Nil points in this regard)

B-BBEE points are allocated as follows:

	POINTS
Price	90 points
B-BBEE status Level Contributor	10 points
TOTAL	100 points

Bidders that do not get a positive response from the IDT within a period of **90** days from the closing date, should understand that their Bids have not been successful.

For enquiries, please contact:

PROVINCE		CONTACT PERSON FOR ENQUIRIES	CONTACT NUMBERS	EMAIL ADDRESSES
Eastern Cape				
		RQS- Plot Roeleveld	082 575 3720	plotrqs@mweb.co.za
	SCM Queries	Mamikie Mashele (SCM)	015 295 0000 IDT	MamikieM@idt.org.za

DEPOSIT/RETURN OF BID DOCUMENTS:

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

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

Contract No.: DOEEC/10/2021

A Tender for Category 8GB or higher CIDB Registered Contractors

NTSONKOTHA SENIOR SECONDARY SCHOOL

LOCATED IN LADY FRERE DISTRICT, EASTERN CAPE PROVINCE

Name of Tenderer : _____

NAME OF DULY AUTHORIZED PERSON: _____

ADDRESS : _____

TEL. NUMBER : _____

CELL NUMBER : _____

FAX NUMBER : _____

E-MAIL : _____

CRS NUMBER : _____

CSD NUMBER : _____

ISSUED BY:

Independent Development Trust
Palm Square Business Park
Silverwood House, Bonza Bay
Road Beacon Bay
East London
Ms Mamikie Mashele
Tel: 015 295 0000

PREPARED BY:

Roeleveld Quantity Surveyor
7 Rochester Road
Vincent
East London
Tel: 043 721 2232



INDEPENDENT DEVELOPMENT TRUST

Construction of Dining Hall, Kitchen & Laundry, Construction of Dormitories (712 Learners), Dormitory Security Fence, pedestrian entrance, vehicular access gate & road (south east side of site), Dormitory furniture, cutlery, crockery, etc

External work: - Parking area and delivery area for dormitories, Stormwater management around buildings, Seating space around buildings.

Bulk Infrastructure: - Electrical upgrade (Construction of switch room (4 x 5m) with adjacent generator area).

Sewerage Ponds: (New sewer lines from dormitories; Connection points for proposed classroom upgrades for Team B)

Water Harvesting: (Water storage tanks to lowest part of site; Installation of water pumps; High level water tanks to high part of site).

Fire High level water tanks- highest part of the site, Fire Management System, Borehole and/ or municipal supply upgrade, Landscaping, Fencing school site

AT

NTSONKOTHA SENIOR SECONDARY SCHOOL

LOCATED IN LADY FRERE DISTRICT, EASTERN CAPE PROVINCE

TENDER NO: DOEEC/10/2021

CLOSING DATE: 03 FEBRUARY 2022 @ 11H00



INDEPENDENT DEVELOPMENT TRUST

Construction of Dining Hall, Kitchen & Laundry, Construction of Dormitories (712 Learners), Dormitory Security Fence, pedestrian entrance, vehicular access gate & road (south east side of site), Dormitory furniture, cutlery, crockery, etc

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Contents

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The Tender

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Part T2: Returnable documents

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

The Contract

Part C1: Agreement and Contract Data

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

Part C2: Pricing data

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

Part C3: Scope of Work

C3 | Scope of Work

Part C4: Site information

C4 | Site Information

Addenda

INDEPENDENT DEVELOPMENT TRUST

T1.1 Tender Notice and Invitation to Tender

Construction of Dining Hall, Kitchen & Laundry, Construction of Dormitories (712 Learners), Dormitory Security Fence, pedestrian entrance, vehicular access gate & road (south east side of site), Dormitory furniture, cutlery, crockery, etc

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It is estimated that tenderers should have a CIDB contractor grading of **8GB or higher**

The tender documents may be delivered to the following address:

INDEPENDENT DEVELOPMENT TRUST OFFICES

Silver Wood House
Palm Square Business Park
Beacon Bay
East London
5241

Documents will be available from the **10 DECEMBER 2021**.

Bid Documents which must be completed and submitted are available for download on IDT website: [www.idt.org.za/business-opportunities/current tender](http://www.idt.org.za/business-opportunities/current%20tender), bulletin: www.ectreasury.gov.za, iTender: www.cidb.org.za, eTender on: www.etenders.gov.za from **Friday 10 December 2021**.. All documents must be downloaded and printed by the bidders from the abovementioned sites.

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

ROELEVELD QUANTITY SURVEYORS CC

Tel No 043 721 2232
Fax No 043 721 2239
Mobile: 082 575 3720
E- mail: plotrqs@mweb.co.za

BID No: DOEEC/10/2021

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

**INDEPENDENT DEVELOPMENT TRUST OFFICES
Silver Wood House
Palm Square Business Park
Beacon Bay
East London
5241**

A Compulsory Briefing Meeting with representatives of the Employer will take place on site on the 18TH JANUARY 2022 @ 11:00 (31.69677000 South; 27.03259000)

The closing date and time for receipt of tenders is **03 FEBRUARY 2022 @ 11h00**.

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

PLEASE NOTE THE FOLLOWING IMPORTANT DATES

- **Tender Closing Date: 03 FEBRUARY 2022 @ 11h00.**

BID No: DOEEC/10/2021

Tender Notice and Invitation to Tender

INDEPENDENT DEVELOPMENT TRUST

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T1.2 Tender Data

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

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

The additional conditions of tender are:

Clause number	Tender Data for BID NO: BID No: DOEEC/10/2021
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- | | |
|-------|---|
| F.1.1 | The employer is the Independent Development Trust, Eastern Cape Region |
| F.1.2 | The tender documents issued by the employer comprises: <ul style="list-style-type: none">T1.1 Tender notice and invitation to tenderT1.2 Tender dataT2.1 List of returnable documentsT2.2 Returnable schedulesPart 1: Agreements and contract dataC1.1 Form of offer and acceptanceC1.2 Contract dataC1.3 Form of GuaranteeC1.4 Adjudicator's appointmentPart 2: Pricing dataC2.1 Pricing instructionsC2.2 Activity schedules / Bills of QuantitiesPart 3: Scope of workC3 Scope of workPart 4 : Site informationC4 Site information |

F.1.4 The employer's agent is:

Name: **ROELEVELD QUANTITY SURVEYORS CC**
Address: 5 Lancaster Place, Vincent, East London, 5247
Tel: 043 721 2232
Fax: 043 721 2239
E-mail: roeleveld@mweb.co.za

F.2.1 Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a Grade **8GB or higher class** of construction work, are eligible to submit tenders.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the Grade **8GB** or higher class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **(8GB or higher) General Building** class of construction work.

F.2.7 There shall be a compulsory briefing with representatives of the employer

F.2.12 No alternative tender offers will be considered

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

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

Location of tender box: Physical address: -

INDEPENDENT DEVELOPMENT TRUST OFFICES

**Silver Wood House
Palm Square Business Park
Beacon Bay
East London
5241**

Identification details:

Project no: BID No: DOEEC/10/2021

Title: Construction of Dining Hall, Kitchen & Laundry, Construction of Dormitories (712 Learners), Dormitory Security Fence, pedestrian entrance, vehicular access gate & road (south east side of site), Dormitory furniture, cutlery, crockery, etc

External work: - Parking area and delivery area for dormitories, Stormwater management around buildings, Seating space around buildings.

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Postal address: P O Box 2679, Beacon Bay, East London, 5241

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

Closing date: 03 FEBRUARY 2022

Closing time: 11h00

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

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

F.2.17 The contract duration is **42 MONTHS** from date of Site Handover.

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

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

4.3.3 Functionality Criteria

Variables	Total Points	Criteria	Description Of Criteria	Points
<u>Functionality Points</u>	100			
Experience on similar scale projects	35	Very good	Points allocated for proven records of accomplishment based on the similar scale of previous projects executed by tenderer .	35
		Good		31.5
		Satisfactory		24.5
		Poor		14
		Not acceptable		0
Safety Health & Environmental Quality (SHEQ) Project Specific Plan	10	Very good	Points allocated for submission and Projects specific SHEQ plan	10
		Good		9
		Satisfactory		7
		Poor		4
		Not acceptable		0
Qualifications & competencies of key staff	20	Very Good	Points allocated for required competencies and qualifications of allocated personnel for the projects in consideration	20
		Good		15
		Satisfactory		10
		Poor		5
		Very poor		1
		Not submitted		0
Project Specific Programme schedule and cash flow	10	Very good	Points allocated for turn-around projects delivery period and detail project submission by tenderer/bidder in consideration	10
		Good		9
		Satisfactory		7
		Poor		4
		Unacceptable		0
Schedule / Availability of Plant & Equipment	10	Very good	Points allocated for the availability of key required plant & Equipment for the project in consideration	10
		Good		7.5
		Poor		1
		Unacceptable		0
Client References	15	Very good	Points allocated for previous client references and submission in relation to nature of work in Relevant Experience (Returnable schedule) of the Bid Document.	15
		Good		13,5
		Satisfactory		10,5
		Poor		6
		Unacceptable		0

Notes:

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

The functionality will be scored using the following values:

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

- 100 points – Quality
 - 35 points – Experience on similar scale projects
 - 10 points – Safety Health & Environmental Quality (SHEQ) Project Specific Plan
 - 20 points – Qualifications & competencies of key staff
 - 10 points – Project Specific Programme schedule and cash flow
 - 10 points – Schedule / Availability of Plant & Equipment
 - 15 points – Client References

Experience on similar scale projects:

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

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

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

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

Nature of work evaluation

Nature of Work	Rating
Construction of major and renovations of Hospitals, Clinics, Schools, Libraries, Hotels, Malls, shopping Complex, Courts, Office blocks, Town Houses, prisons, Church, Civic center	Very Good
Construction and renovation of Residential Houses and Community hall, indoor sport complex and stadia	Good
Construction and renovations of Enviro-loo toilets, Low cost houses (RDP), Taxi Rank.	Satisfactory
Construction and renovations of residential household toilets (VIP toilets)	Poor
Engineering Projects (Water, Transport, Traffic Engineering, Electrical & Mechanical Projects).	No points

Qualifications & Key Personnel

Qualifications and Competencies of Key Projects Resources	20	Very Good (Score 100)	Points allocated for required competencies & Built Environment qualification of allocated personnel for the project in consideration. Required Key Project Resources; Verification Certificate from SAQA must be attached for International qualifications in order to get points 1. Project Manager: 2. Site Agent:	20
		Good (Score 90)		15
		Satisfactory (Score 70)		10
		Poor (Score 40)		5
		Very Poor (Score 10)		1
		Not Submitted (0)		0

Educa-tion	Project Manager (List a minimum of 1 for each)		
	Professionally Registered Personnel (CV, Proof of registration, Proof of qualifications (Building=Pm, Arch ,QS ,Civil, PM,CE,))		20
	Non Registered Personnel (with Degree, Proof of Qual + CV)		15
	Non Registered Personnel (Certificates, Proof of Qual + CV)		10
Compe-tence	Years of Experience-1 to 2 (Degree/Diploma, Proof of qualifications + CV)		1
	Years of Experience-3 to 5 (Degree/Diploma, Proof of qualifications + CV)		10
	Years of Experience-5 to 6 (Degree/Diploma, Proof of qualifications + CV)		15
			20
Site Agent (List a minimum of 1 for each)			
Educa-tion	Registered Personnel (Degree/Diploma, Proof of qualifications + CV)		20
	Non Registered Personnel (Degree/Diploma, Proof of qualifications + CV)		10
Compe-tence	Years of Experience-1 to 2 (Degree/Diploma, Proof of qualifications + CV)		1
	Years of Experience-3 to 5 (Degree/Diploma, Proof of qualification + CV)		10
			20

Schedule / Availability of Plant & Equipment

Plant and Equipment	Description (With proof of ownership /rental)
Plant and Equipment 1	Heavy duty machinery, TLBs, Excavators, Rollers
Plant and Equipment 2	Trucks, 6- 10 trucks, Water tanks
Plant and Equipment 3	LDVs, Bakkies
Plant and Equipment 4	Scaffolding, Trestles, Step Ladders, Concrete Mixers, Generators, Jack Hammer
Plant and Equipment 5	Spades, Shovels, Wheel Barrows
Plant and Equipment 6	Hand tools, Screw Drivers, Trowel, Hammers, Drills, Grinders

Plant & Equipm ent	10	Proof of any Required P&E Submitted (Owned)	In order to demonstrate capacity to deliver on time the tenderers will need to demonstrate the following: (i) Having access to the minimum required Plant and Equipment for the project at hand (ii) Demonstrate whether such Plant & Equipment is Owned or will be Rented with proof of available plant and equipment (iii) Submit Proof thereof of such Plant & Equipment in existence (iv) P&E Submitted Without Proof-Rental letter without indicating the available plant/equipment	10
		Proof of any Required P&E Submitted (Rental) with the Lessee's ownership documents		7,5
		P&E Submitted Without Proof		1
		Not Submitted		0

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, signed by each of the respective Clients and principal agents and stamped by both the client and the principal agent for the projects listed in the "Relevant Experience" returnable schedule.

Contracting Document

JBCC Series 2000 PBA March 2005, Edition 4.1

4.3.4. Preferential procurement system

90/10 preferential procurement system to be utilized as per PPPFA 2017. The project is above R50m.

Variables	Total Points	Criteria	Description Of Criteria	Points
<u>B-BBEE</u>	<u>10</u>	B-BBEE Contributor level 1	Points allocated to entities who are contributing towards the empowerment of black people (a SANAS accredited B-BBEE Certificate MUST be submitted with the bid documents before any points can be allocated)	10
		B-BBEE Contributor level 2		9
		B-BBEE Contributor level 3		6
		B-BBEE Contributor level 4		5
		B-BBEE Contributor level 5		4
		B-BBEE Contributor level 6		3
		B-BBEE Contributor level 7		2
		B-BBEE Contributor level 8		1
		Non-compliant contributor	Bidders to submit Original Sworn Affidavit B-BBEE or SANAS certified copies not older than 6 months). Joint Ventures / Consortia entities must submit a consolidated B-BBEE certificate from SANAS-Accredited verification agency in order to qualify for points for their B-BBEE status level as an incorporated entity. Sworn affidavits for joint ventures will not be considered.	0
Financial Offer / Price:				
Financial Offer/Price	90	Formula=2 Option 1,A=(1-{p-pm/pm})	Formula used to calculate financial offer/price points	
		Pm=The comparative Price offer of the mean/average quantifying tenderer		
		P=The comparative offer of the tender under consideration		
	100			

BBBEE

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

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

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

1. LIST OF RETURNABLE SCHEDULES

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

No	Non Statutory (Non Compulsory) Requirements	Non Statutory (Non Compulsory) Requirements Description
1	Checklist for Tender Submission	Checklist for Tender Submission
2	Details of Tender	Details of Tender
4	Certificate of Compliance with Tender Documentation	Certificate of Compliance with Tender Documentation
5	Banking Details	Bank Account Confirmation Letter
7	Letter of Intent to Provide Security / Guarantee	Letter of Intent to Provide Security/ Guarantee from accredited financial institution
8	Contractor's Health and Safety Declaration	Contractor's Health and Safety Declaration
9	Litigation History	Litigation History – bidder to disclose all the pending litigations against their company
10	Past Projects undertaken by the Tenderer in the last 10 years	Past Completed Projects undertaken by the Tenderer in the last 10 years
13	BBBEE certificate	Points allocated to entities who are contributing towards the empowerment of black people (an Original Sworn Affidavit B-BBEE or SANAS accredited B-BBEE Certificate MUST be submitted with the bid documents before any points can be allocated) Bidders to submit Original Sworn Affidavit B-BBEE or SANAS certified copies not older than 6 months). Joint Ventures / Consortia entities must submit a consolidated B-BBEE certificate from SANAS-Accredited verification agency in order to qualify for points for their B-BBEE status level as an incorporated entity. Sworn affidavits for joint ventures will not be considered.
14	Tenderer's Competence & Performance on Similar Projects	Tenderer's Competence & Performance on Similar Projects
16	Record of Addenda to Tender Documents	Record of Addenda to Tender Documents
17	Proposed amendments and Qualifications	Proposed amendments and Qualifications
18	Method Statement	Method Statement
19	Detailed Construction Programme	Detailed Construction Programme
20	Detailed Cash-Flow	Detailed Cash-Flow
21	Key Personnel	Curriculum Vitae of Key Personnel and Certified Qualifications that are not older than 6 months
23	Proposed Project Organogram	Proposed Project Organogram
24	Detailed Resourcing schedule	Detailed Resourcing schedule
25	Schedule of Proposed Domestic Sub-Contractors	Schedule of Proposed Domestic Sub-Contractors
26	Schedule of Plant and Equipment	Schedule of Plant and Equipment
27	Trade References	Trade References
30	Contractor's Safety Record	Contractor's Safety Record
32	Tax Clearance certificate	Submission of valid Tax compliance status form (PIN)
34	Project Specific SHEQ Plan	Project Specific SHEQ Plan

Notes:

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

4.3.4. Preferential procurement system

90/10 preferential procurement system to be utilized as per PPPFA 2017. The project is above R50m.

Variables	Total Points	Criteria	Description Of Criteria	Points
<u>B-BBEE</u>	<u>10</u>	B-BBEE Contributor level 1	Points allocated to entities who are contributing towards the empowerment of black people (a SANAS accredited B-BBEE Certificate MUST be submitted with the bid documents before any points can be allocated)	10
		B-BBEE Contributor level 2		9
		B-BBEE Contributor level 3		6
		B-BBEE Contributor level 4		5
		B-BBEE Contributor level 5		4
		B-BBEE Contributor level 6		3
		B-BBEE Contributor level 7		2
		B-BBEE Contributor level 8		1
		Non-compliant contributor	Bidders to submit Original Sworn Affidavit B-BBEE or SANAS certified copies not older than 6 months). Joint Ventures / Consortia entities must submit a consolidated B-BBEE certificate from SANAS-Accredited verification agency in order to qualify for points for their B-BBEE status level as an incorporated entity. Sworn affidavits for joint ventures will not be considered.	0
Financial Offer / Price:				
Financial Offer/Price	90	Formula=2 Option 1,A=(1-{p-pm/pm})	Formula used to calculate financial offer/price points	
		Pm=The comparative Price offer of the mean/average quantifying tenderer		
		P=The comparative offer of the tender under consideration		
	100			

BBBEE

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

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

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

1. LIST OF RETURNABLE SCHEDULES

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

No	Non Statutory (Non Compulsory) Requirements	Non Statutory (Non Compulsory) Requirements Description
1	Checklist for Tender Submission	Checklist for Tender Submission
2	Details of Tender	Details of Tender
4	Certificate of Compliance with Tender Documentation	Certificate of Compliance with Tender Documentation
5	Banking Details	Bank Account Confirmation Letter
7	Letter of Intent to Provide Security / Guarantee	Letter of Intent to Provide Security/ Guarantee from accredited financial institution
8	Contractor's Health and Safety Declaration	Contractor's Health and Safety Declaration
9	Litigation History	Litigation History – bidder to disclose all the pending litigations against their company
10	Past Projects undertaken by the Tenderer in the last 10 years	Past Completed Projects undertaken by the Tenderer in the last 10 years
13	BBBEE certificate	Points allocated to entities who are contributing towards the empowerment of black people (an Original Sworn Affidavit B-BBEE or SANAS accredited B-BBEE Certificate MUST be submitted with the bid documents before any points can be allocated) Bidders to submit Original Sworn Affidavit B-BBEE or SANAS certified copies not older than 6 months). Joint Ventures / Consortia entities must submit a consolidated B-BBEE certificate from SANAS-Accredited verification agency in order to qualify for points for their B-BBEE status level as an incorporated entity. Sworn affidavits for joint ventures will not be considered.
14	Tenderer's Competence & Performance on Similar Projects	Tenderer's Competence & Performance on Similar Projects
16	Record of Addenda to Tender Documents	Record of Addenda to Tender Documents
17	Proposed amendments and Qualifications	Proposed amendments and Qualifications
18	Method Statement	Method Statement
19	Detailed Construction Programme	Detailed Construction Programme
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21	Key Personnel	Curriculum Vitae of Key Personnel and Certified Qualifications that are not older than 6 months
23	Proposed Project Organogram	Proposed Project Organogram
24	Detailed Resourcing schedule	Detailed Resourcing schedule
25	Schedule of Proposed Domestic Sub-Contractors	Schedule of Proposed Domestic Sub-Contractors
26	Schedule of Plant and Equipment	Schedule of Plant and Equipment
27	Trade References	Trade References
30	Contractor's Safety Record	Contractor's Safety Record
32	Tax Clearance certificate	Submission of valid Tax compliance status form (PIN)
34	Project Specific SHEQ Plan	Project Specific SHEQ Plan

Notes:

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

Relevant Experience (Returnable schedule)

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

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

Record of Addenda to tender documents

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Identity
number

Tenderer

T2.1.20 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 / Principal Agent** and is to be supported in each case by a letter of award and the works completion certificate. Either the Client / Principal Agent must sign and stamp the documents, failure to obtain both signatures and stamps will result in no allocation of points.

PROJECT NAME and SCOPE OF WORK:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

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

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

.....

Principal Agent Firm:

Telephone:.....

PA Signature:

Date:

Stamp

Client Signature:

Date:

Stamp

T2.1.20 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 Principal Agent** and is to be supported in each case by a letter of award. The following are to be **completed by the Client / Principal Agent** and is to be supported in each case by a letter of award and the works completion certificate. Either the Client / Principal Agent must sign and stamp the documents, failure to obtain both signatures and stamps will result in no allocation of points.

PROJECT NAME and SCOPE OF WORK:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

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

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

.....
.....

Principal Agent Firm:

Telephone:

PA Signature: **Date:**

Stamp

Client Signature: **Date:**

Stamp

T2.1.20 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 / Principal Agent** and is to be supported in each case by a letter of award and the works completion certificate. Client / Principal Agent must sign and stamp the documents, failure to obtain both signatures and stamps will result in no allocation of points.

PROJECT NAME and SCOPE OF WORK:

Principal agent:

Client: ..

Contract Amount:

Contract Duration:

Actual Contract Duration:

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

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

.....

.....

Principal Agent Firm:

Telephone:.....

Date:

PA Signature:

Stamp

Date:

Client Signature:

Stamp

Part T2: Returnable documents

Relevant Experience (Returnable schedule)

T2.1.20 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 / Principal Agent** and is to be supported in each case by a letter of award and the works completion certificate. Client / Principal Agent must sign and stamp the documents, failure to obtain both signatures and stamps will result in no allocation of points.

PROJECT NAME and SCOPE OF WORK:

Principal agent:

Client: ..

Contract Amount:

Contract Duration:

Actual Contract Duration:

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

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

.....

.....

Principal Agent Firm:

Telephone:.....

Date:

PA Signature:

Stamp

Date:

Client Signature:

Stamp

Part T2: Returnable documents

T2.1.20 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 / Principal Agent** and is to be supported in each case by a letter of award and the works completion certificate. Client / Principal Agent must sign and stamp the documents, failure to obtain both signatures and stamps will result in no allocation of points.

PROJECT NAME and SCOPE OF WORK:

Principal agent:

Client: ..

Contract Amount:

Contract Duration:

Actual Contract Duration:

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

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

.....

.....

Principal Agent Firm:

Telephone:.....

Date:

PA Signature:

Stamp

Date:

Client Signature:

Stamp

Part T2: Returnable documents

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

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

Record of Addenda to tender documents

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Identity
number

Tenderer

SCHEDULE OF PLANT AND EQUIPMENT

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

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

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

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required

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

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

SIGNATURE: IDENTITY NUMBER:

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

REFERENCES

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

[illegible]

SIGNATURE: IDENTITY NUMBER:

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

SCHEDULE OF PLANT AND EQUIPMENT

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

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

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

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required

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

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

SIGNATURE: IDENTITY NUMBER:

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

DATE:.....

REFERENCES

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

[illegible]

SIGNATURE: IDENTITY NUMBER:

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

DATE:.....

KEY PERSONNEL

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

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

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

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

SIGNATURE: IDENTITY NUMBER:

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

DATE:.....

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

CURRICULUM VITAE OF KEY PERSONNEL (COMPULSORY)

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

CV FOR CONTRACT OR PROJECT MANAGER

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

Certification:

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

SIGNATURE: IDENTITY NUMBER:

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

DATE:.....

CV FOR SITE AGENT

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

Certification:

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

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

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

CV FOR TECHNICIAN / ARTISAN

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

Certification:

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

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

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

CV FOR FOREMAN

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

Certification:

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

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

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

PRELIMINARY PROGRAMME

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

NOTE: ONLY COMPUTIRSED PRELIMINARY PROGRAM WILL BE CONSIDERED
--

PROGRAMME (EXAMPLE ONLY)

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

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

The following aspects of the preliminary programme will be considered:

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

SIGNATURE: IDENTITY NUMBER:

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

DATE:.....

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INDEPENDENT DEVELOPMENT TRUST					
BID NUMBER:	DOEEC/10/2021		CLOSING DATE:	03 FEBRUARY 2022	
			CLOSING TIME:	11h00	
<p>Construction of Dining Hall, Kitchen & Laundry, Construction of Dormitories (712 Learners), Dormitory Security Fence, pedestrian entrance, vehicular access gate & road (south east side of site), Dormitory furniture, cutlery, crockery, etc</p> <p>External work: - Parking area and delivery area for dormitories, Stormwater management around buildings, Seating space around buildings.</p> <p>Bulk Infrastructure: - Electrical upgrade (Construction of switch room (4 x 5m) with adjacent generator area).</p> <p>Sewerage Ponds: (New sewer lines from dormitories; Connection points for proposed classroom upgrades for Team B)</p> <p>Water Harvesting: (Water storage tanks to lowest part of site; Installation of water pumps; High level water tanks to high part of site).</p> <p>Fire High level water tanks- highest part of the site, Fire Management System, Borehole and/ or municipal DESCRIPTION supply upgrade, Landscaping, Fencing school site at Ntsonkotha SSS.</p>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED					
INDEPENDENT DEVELOPMENT TRUST					
Silver Wood House, Palm Square Business Park.					
Beacon Bay, East London, 5241					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MAMIKIE MASHELE (SCM)		CONTACT PERSON	LEONARD ROELEVELD	
TELEPHONE NUMBER	015 295 0000		TELEPHONE NUMBER	043 721 2232	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	MamikieM@idt.org.za		E-MAIL ADDRESS	plotrqs@mweb.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]
	<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No

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

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

DECLARATION OF INTEREST

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

¹"State" means –

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

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

- 2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**
- 2.7.1 If so, furnish the following particulars:
- Name of person / director / trustee / shareholder/ member:
- Name of state institution at which you or the person connected to the bidder is employed :
- Position occupied in the state institution:
- Any other particulars:
-
-
-
- 2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**
- 2.7.2.1.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**
- (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.
- 2.7.2.2 If no, furnish reasons for non-submission of such proof:
-
-
-
- 2.8Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**
- 2.8.1 If so, furnish particulars:
-
-
-
- 2.9Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 2.9.1If so, furnish particulars.
-
-
-
- 2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**
- 2.10.1 If so, furnish particulars.
-
-
-
- 2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**

of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

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

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

4 DECLARATION

I, THE UNDERSIGNED (NAME)..... CERTIY

THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD

THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable; or
- b) The **90/10** preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

$$P_s = \begin{matrix} 80/20 & & \text{or} & & 90/10 \\ 80 & 1 - \frac{P_t - P_{\min}}{P_{\min}} & \text{or} & & 90 & 1 - \frac{P_t - P_{\min}}{P_{\min}} \end{matrix}$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.

1.6 A bid may be disqualified if –

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

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

3.

Item	Description of Service	Stipulated Minimum Threshold
A	Fabricated Structural Steel	100%
B	Joining/Connecting Components	100%
C	Frames	100%
D	Roof and Cladding	100%
E	Fasteners	100%
F	Wire Products	100%
G	Ducting and Structural Pipeworks	100%
H	Gutters, downpipes and launders	100%

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

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO. DOEEC/10/2021

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

.....
NB

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

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

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

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

(b) I have satisfied myself that:

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

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Note: VAT to be excluded from all calculations

Tender summary

Signature of tenderer from Annex B			
(C20) Total tender value	R 0		
(C21) Total Exempt	imported content		R 0
(C22) Total/ Tender value net of exempt imported content	(C23) Total Imported content		R 0
	(C24) Total local content		R 0
	(C25) Average local content % of tender		
Date:			

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

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

Pula

EU	R 9,00
----	--------

R 12.00

Note: VAT to be excluded from all calculations

[illegible][illegible][illegible][illegible]

Signature of tenderer from Annex B

Date: _____

(E1) (E2) (E3) (E4) (E5)

Note: VAT to be excluded from all calculations

Note: VAT to be excluded from all calculations

Signature of tenderer from Annex B

Date: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register, enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregards the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;

- (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. 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.
 10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

INDEPENDENT DEVELOPMENT TRUST

C1.1 Form of Offer and

Acceptance Offer

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

Construction of Dining Hall, Kitchen & Laundry, Construction of Dormitories (712 Learners), Dormitory Security Fence, pedestrian entrance, vehicular access gate & road (south east side of site), Dormitory furniture, cutlery, crockery, etc

External work: - Parking area and delivery area for dormitories, Stormwater management around buildings, Seating space around buildings.

Bulk Infrastructure: - Electrical upgrade (Construction of switch room (4 x 5m) with adjacent generator area).

Sewerage Ponds: (New sewer lines from dormitories; Connection points for proposed classroom upgrades for Team B)

Water Harvesting: (Water storage tanks to lowest part of site; Installation of water pumps; High level water tanks to high part of site).

Fire High level water tanks - highest part of the site, Fire Management System, Borehole and/or municipal supply upgrade, Landscaping, Fencing school site at Ntsonkotha SSS.

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

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

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

.....

..... Rand (in words);

R (in figures)

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

Signature

Date

Name

Identity number

Capacity

for the tenderer

(Name and
address of

organization)

Name and
signature
of witness

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

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature

Date

Name

Identity number

Capacity

**for the
Employer**

**INDEPENDENT DEVELOPMENT TRUST
Silver Wood House
Palm Square Business Park
Beacon Bay
East London
5241**

Name and
signature
of witness

Date

Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

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

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

INDEPENDENT DEVELOPMENT TRUST

Construction of Dining Hall, Kitchen & Laundry, Construction of Dormitories (712 Learners), Dormitory Security Fence, pedestrian entrance, vehicular access gate & road (south east side of site), Dormitory furniture, cutlery, crockery, etc

External work: - Parking area and delivery area for dormitories, Stormwater management around buildings, Seating space around buildings.

Bulk Infrastructure: - Electrical upgrade (Construction of switch room (4 x 5m) with adjacent generator area).

Sewerage Ponds: (New sewer lines from dormitories; Connection points for proposed classroom upgrades for Team B)

Water Harvesting: (Water storage tanks to lowest part of site; Installation of water pumps; High level water tanks to high part of site).

Fire High level water tanks - highest part of the site, Fire Management System, Borehole and/or municipal supply upgrade, Landscaping, Fencing school site at Ntsonkotha SSS.

C1.2 Contract Data for BID NO: DOEEC/10/2021

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

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

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

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

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

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

- | | |
|-----|--|
| 1.1 | Replace the following definitions in DEFINITIONS AND INTERPRETATIONS with the following wording:
AGREEMENT means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.
BILLS OF QUANTITIES means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.
CONSTRUCTION PERIOD means the period commencing on the date of site hand over and ending on the date of practical completion.
CONTRACT DOCUMENTS means the Agreement and all documents referenced therein.
CONTRACT DRAWINGS means the drawings listed in the Scope of Work.
CONTRACT SUM means the total of prices in the Form of Offer and Acceptance.
SCHEDULE means the variables listed in the Contract Data.
CORRUPT PRACTICE means the offering, giving, receiving and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution
FRAUDULENT PRACTICE means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.
INTEREST means the interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in |
|-----|--|

terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
SECURITY means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss.

- 1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:
Delete sub-clause 1.6.4
- 3.5 Delete sub-clause 3.5
- 3.6 Delete sub-clause 3.6.
- 3.7 Add to the end thereof:

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

The **contractor** indemnifies and holds harmless the **employer** against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the **contractor**, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by installments or otherwise shall be included by the **contractor** in the price and shall be paid by him to those to whom they may be payable. The **contractor** shall reimburse the **employer** for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the **employer** in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the **employer** is a party.
- 10.5 Add the following as 10.5:

Damage to the works

(a) Without any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall
bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary.

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

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

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

10.6 Add the following as 10.6:

Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable.
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immoveable property or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable.
- (c) The **contractor** shall upon receiving a **contract instruction** from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost therefore from the **contractor** or to deduct the same from amounts due to the **contractor**.
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed.
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and / or repair such property and to execute the **works**.

10.7 Add the following as 10.7:

HIGH RISK INSURANCE

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

10.7.1 **Damage to the works**

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

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

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

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

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

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

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

15.1.4 Add 15.1.4 as follows:

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

15.2.1 Under 41: Amend to read as follows:

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

20.1.3 No clause.

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

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

29 Clause 29.0 is amended by: -

i) The addition of the following clauses: -

Clause 29.9

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

ii) Clause 29.10 – Acceleration

Clause 29.10.1

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

Clause 29.10.2

Upon receipt of such instruction, the **contractor** shall take all necessary steps to ensure that the **works** are completed timeously including the provision by him of additional resources, plant, manpower, etc. and the working overtime or additional overtime beyond that

contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 29.10.3

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

- 30.1 Replace reference to 36.3 at end of sentence with 36.0

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

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

- 32.12 Delete sub-clause

- 34.2 Add # next to 34.2

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

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

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

- 36.1.4 The **contractor's** estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.

- 36.1.5 The **contractor**, in the judgment of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract.

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

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

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

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

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

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

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

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

- 31.11.1 Delete in the Substitute Provisions (41.0 State Clauses) sub-clauses 31.11.1 and 31.11.2 so that the

- 31.11.2 provisions of sub-clause 31.11.1 of the non-**state** clause will apply to the **state**.
(41.0)
- 36.7 Add in the Substitute Provisions (41.0 State Clauses) as clauses 36.7, 37.5 and 39.5, the following:
37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the **employer**
39.5 or the **contractor**, or for any reason whatsoever, the **contractor** shall on written instruction,
(41.0) discontinue with the **works** on a stated date and withdraw himself from the **site**. The contractor shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.
- 40.2.1 Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and
40.2.2 40.6 and replace with the following:
40.3
40.4
40.5
40.6
(41.0)
- 40.1 Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand and the contractors on the other arise out of this **agreement**, such dispute shall be referred to adjudication.
- 40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4.
- 40.3 If provided in the **schedule** , a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.
- 40.4 If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

The additions to the JBCC Principal Agreement are:

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

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