



**TENDER NUMBER: NECT/2025/07/001
(MATEKO JUNIOR SECONDARY SCHOOL)**

**APOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF NEW TOILET
FACILITIES FOR SCHOOLS IN THE PROVINCE OF THE EASTERN CAPE USING
CONVENTIONAL BRICK AND MORTAR (CB&M)**

CIDB GRADING:6GB OR HIGHER

CLOSING DATE:04 AUGUST 2025 TIME: 11:00 AM

**NAME OF BIDDER (BIDDING
ENTITY) (FULL NAME, i.e. (CC,
(Pty) Ltd, Ltd,
JV/CONSORTIUM, SOLE
PROPRIETOR etc.)**

:

CONTACT PERSON

:

TEL NUMBER

:

FAX NUMBER

:

EMAIL

:

ISSUED BY:	PREPARED BY:
NECT Contact Person: Ms B Magadzi Tel: 012 752 6200 Email: tenders@nect.org.za HEAD OFFICE (GAUTENG) Ground Floor, Block D, Lakeview Office Park 272 West Avenue, CENTURION, 0163	NECT PMO / TECHNICAL TEAM: Ms. B. Magadzi Tel: 012 752 6200 HEAD OFFICE (GAUTENG) Ground Floor, Block D, Lakeview Office Park 272 West Avenue, CENTURION, 0163

NATIONAL EDUCATION COLLABORATION TRUST (NECT)

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:.....
.....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER :

FAX NUMBER :

E-mail ADDRESS :

CONTRACT PRICE : R.....

(Amount brought forward from the **Form of Offer and Acceptance**) *

Signed by authorised representative of the Bidding Entity:

DATE:

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

The National Education Collaboration Trust (NECT) invites suitably qualified tenderers registered on the DBSA panel of Contractors for: **APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW TOILET FACILITIES IN THE PROVINCE OF THE EASTERN CAPE USING CONVENTIONAL BRICK AND MORTAR.**

Bidders should have a CIDB contractor grading of **6GB or higher**.

Min. CIDB Grading Required	Compulsory Tender Briefing	
6GB or Higher	Venue	Date and Time
	There will be no compulsory tender briefing for this tender	N/A

The Tender Document and Supporting Documents can be accessed from the NECT Website <https://www.nect.org.za>. Queries may only be addressed to: Basani Magadzi at tenders@nect.org.za. The cut-off date for tender enquiries is three (3) working days before tender closing date. NECT will publish the addenda and responses to any queries related to this tender will be shared to all through the NECT tenders email.

The closing time for receipt of tenders is **11h00 am** on the **04 August 2025** at the designated Tender Boxes as follows:

Gauteng	NECT Head Office, Lakefield Office Park, 272 West Avenue, Die Hoewes, Centurion
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Tenders may only be submitted on the tender documents that were issued by NECT. Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted. Tenderers should ensure that bids are delivered in the designated tender box, it will not be considered for evaluation.

T1.2 TENDER DATA

The conditions of tender applicable to this contract are the **Standard Conditions of Tender** as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement (08 August 2019), as printed in the Government Gazette No 42622, Board Notice 423 of 2019 and SANS 10845 (See www.cidb.org.za), to which tenderers are referred to for their information purposes in relation to this Tender Data.

The **Standard Conditions of Bid** for Procurements 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 Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender to which it mainly applies.

All references to the terms: "Tender" and "Tenders" and/or "Tenderer" and "Tenderers" in these documents and the Conditions of Tender shall have the same meaning as each other and shall be of equal force.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

CLAUSE NUMBER	DATA
C.1.1 ACTIONS	The Employer for this Contract is: National Education Collaboration Trust (NECT)
C.1.2 TENDER DOCUMENTS	The Tender documents issued by the Employer comprise the following documents: THE TENDER Part T1 Tendering procedures

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CLAUSE NUMBER	DATA
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C.1.4 COMMUNICATION AND EMPLOYER'S AGENT	The Employer's agent is: Name: Ms B. Magadzi Address: NECT, Lakefield Office Park, 272 West Avenue, Die Hoewes, Centurion, Gauteng, 1685 Tel: (012) 752-6200, E-mail: tenders@nect.org.za Attention is drawn to the fact that verbal information given by the Employer or any other person prior to the close of tenders will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the tender documents.
C1.6.2 COMPETITIVE NEGOTIATION PROCEDURE	The competitive negotiation procedure shall not be applied.
C1.6.3 PROPOSAL PROCEDURE USING THE TWO-STAGE SYSTEM	A two-stage system WILL NOT be followed.
C.2.1 ELIGIBILITY	The Tender is issued to tenderers that are part of the DBSA approved Framework. Only those tenderers who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6GB or higher class of construction work.

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CLAUSE NUMBER	DATA
C.2.7 CLARIFICATION MEETING	There will be no compulsory information session for this tender.
C.2.10.3 PRICING THE TENDER OFFER	Rates and prices are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
C.2.12 ALTERNATIVE TENDER OFFERS	Alternative or Qualified tender offers will not be considered.
C.2.13.1 SUBMITTING A TENDER OFFER	Bidders must submit one tender offer only.
C.2.13.3 SUBMITTING A TENDER OFFER	Where the tendering entity is a Joint Venture, it is recommended that the standard CIDB Joint Venture Agreement document be used. Tenderers need to submit the following in a hardcopy: Complete Tender Document (signed pdf), which also includes: • The whole original tender document as issued by the NECT (signed pdf); • All Returnable and additional documents (signed pdf); • Bill of Quantities (signed pdf). • Electronic Copy of the BOQ (PDF Version). Bids may only be submitted on the Bid documentation issued by NECT.
C.2.13.14 SUBMITTING A TENDER OFFER	The tender shall be signed by a person duly authorized to do so. Tenders submitted by Joint Ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputised to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its duration of existence, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
C.2.13.5 SUBMITTING A TENDER OFFER	The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are: Location of tender box: Designated tender boxes of the NECT as per the Tender Notice and Invitation to Tender. Physical Address: Gauteng: NECT Head Office, Lakefield Office Park, 272 West Avenue, Die Hoewes, Centurion. Identification details to be reflected on the cover of the tender document are: Tender Reference Number, Title of Tender and the Closing date and time of the tender
C.2.15 CLOSING TIME	The closing time for submission of Tender Offers is: 11H00 AM ON THE 4 AUGUST 2025 Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.
C.2.16 TENDER OFFER VALIDITY	The tender offer validity period is 90 days from the closing date of tenders. 0766385504

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CLAUSE NUMBER	DATA
C.2.18 PROVIDE OTHER MATERIAL	The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19 INSPECTIONS, TESTS AND ANALYSIS	Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.
C.2.20 SUBMIT SECURITIES, BONDS AND POLICIES	The tenderer is required to submit with his tender a Letter of Intent from an approved Insurer or Financial institution undertaking to provide the Performance Bond to the format included in Part 2 (Contract Document) of this procurement document.
C.2.23 CERTIFICATES	The bidder is required to <i>submit with his bid</i>. (1) A valid and active Tax Compliance Status Pin issued by the South African Revenue Services; (2) A certified Copy of the SANAS Accredited B-BBEE Certificate / Affidavit – Joint Ventures must submit a consolidated B-BBEE Certificate, (3) A copy of the entity's Letter of Intent for Construction Works Insurance from an Insurance Company not a Broker; (4) A Letter of Intent for Performance Guarantee / Bond from an Insurance Company not from a Broker; (5) A copy of the entity's Letter of Intent for Public Liability Insurance Cover from an Insurance Company not from a Broker; (6) A copy of the entity's Letter of Intent from SASRIA; (7) Proof of valid CIDB Registration (Mandatory); (8) A valid copy of the Tenderer's Workmen's Compensation Certificate, Act 4 of 2002 (Mandatory); (9) A valid copy of the Certificate of Incorporation (if Tenderer is a company); or (10) A valid copy of the Partnership Statement (if Tenderer is a Closed Corporation); or (11) A valid copy of Identity Document (if Tenderer is a Sole Proprietor); or (12) A signed Joint Venture Agreement (if Tenderer is a Joint Venture). (13) Qualification certification of proposed plumber.
C.3.1.1 RESPOND TO REQUESTS FROM THE TENDERER	The Employer will respond to requests for clarification received from tenderers up to Three (3) working days before the tender closing time.
C.3.4 OPENING OF TENDER SUBMISSIONS	Tenders will not be opened after the closing time at 11:00 after receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing time.
C.3.5 TWO-ENVELOPE SYSTEM	A two-envelope procedure WILL NOT be followed.
C.3.9 3.9.1 ARITHMETICAL ERRORS,	Replace the contents of the clause with the following: "Check responsive tender offers for arithmetical errors, correcting them in the following manner:

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OMMISSIONS AND DISCRIPANCIES	a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, <u>the rate shall govern and the line-item total shall be corrected</u>. c) Where there is an error in the total of the prices either because of corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line-item totals. Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.”						
C.3.11 EVALUATION OF BID OFFERS	The preference procedure for evaluation of responsive tender offers shall be Method 1: Price and Preference Evaluation will be in accordance with the 80:20 preference points system, being a maximum of 80 points for price and a maximum of 20 points for B-BBEE Status level of Contributor substantiated by the Broad-Based Black Economic Empowerment Status Level Certificate to be submitted in accordance with the prevailing PPPFA Regulations. In addition to the Regulations, an objective Risk Analysis will be conducted. The NECT is obligated to undertake risk assessment before accepting offers. In doing the risk assessment the following must be considered. Employer is restricted in accordance with clause 4.(4) of the Construction Regulations, 2014, to only appoint a Contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Employer is obligated by standards of uniformity to evaluate if the Contractor can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract; In this contract the risk assessment will be conducted in relation to the key areas below: A. Technical qualifications & Technical Competence The bidder to submit the following key person CV’s and qualifications ● CV’s Contract manager with 3 years built environment qualification with at least 5 years’ experience in building works ● OHS officer registered with SACPCMP ● Foreman at least with 5 years in building of school’s sanitation and buildings <table><tr><th>Low risk (2 Points)</th><th>Medium risk (1 Points)</th><th>High risk (0 Points)</th></tr><tr><td>All CV meet the minimum requirements</td><td>Only one CV does not meet the requirements</td><td>More than one CV does not meet the minimum requirements</td></tr></table> B. Work load and Capacity	Low risk (2 Points)	Medium risk (1 Points)	High risk (0 Points)	All CV meet the minimum requirements	Only one CV does not meet the requirements	More than one CV does not meet the minimum requirements
Low risk (2 Points)	Medium risk (1 Points)	High risk (0 Points)					
All CV meet the minimum requirements	Only one CV does not meet the requirements	More than one CV does not meet the minimum requirements					

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CLAUSE NUMBER	DATA																					
	Current projects under construction, locality of projects and any other tenders that are still under consideration. <table><tr><th>Low risk (4 Points)</th><th>Medium risk (3 Points)</th><th>High risk (0 Points)</th></tr><tr><td>Company has projects currently or and all are not behind of programme. The total number of projects including the work to be awarded will not be exceeding its CIDB grading upper limit.</td><td>Company has projects currently or and behind by 10 % or less on the approved programme. The total number of projects including the work to be awarded will not be exceeding its CIDB grading upper limit.</td><td>Bidder has more than one existing/active project that are below 70% completion rate or Bidders who have previously received default letters or Bidders that are more 10% behind construction programme without approved E.OTs.</td></tr></table> C. Reliability and reputation Completed (Practical Completion) at least three projects within the approved contract period (including approved E.O.Ts) in the past three (3) years with contactable references.(Appointment letters, Handover Certificates, Practical Completion certificates and references must be attached together per project) <table><tr><th>Low risk (3 Points)</th><th>Medium risk (2 Points)</th><th>High risk (0 Points)</th></tr><tr><td>Completed three projects with a good rating within 10% of the approved contract period.</td><td>Completed at least two projects in between 11% and 20 % of the approved contract period with fair rating.</td><td>No Practical Completions in the past three (3) years.</td></tr></table> D. Experience At least three Final Completions in the past 3 years . <table><tr><th>Low risk (3 Points)</th><th>Medium risk (2 Points)</th><th>High risk (1 Points)</th></tr><tr><td>Final Completion of three projects.</td><td>Company has achieved final completion in at least two projects</td><td>Company has achieved final completion in once project.</td></tr></table> E. Price Offered Price offered does not pose risk to completion of the project and is market related. It will not detrimentally affect the scope, quality, time of completion of the works as identified in the Scope of Work. The BEC may or may not interview the bidder should it deem it necessary based on the objective risk assessment. An offer that is considered to be significantly low compared to the market related price/cost norm will be considered a high risk. <table><tr><th>Acceptable risk (4)</th><th>Medium risk (2)</th><th>High risk (0)</th></tr></table>	Low risk (4 Points)	Medium risk (3 Points)	High risk (0 Points)	Company has projects currently or and all are not behind of programme. The total number of projects including the work to be awarded will not be exceeding its CIDB grading upper limit.	Company has projects currently or and behind by 10 % or less on the approved programme. The total number of projects including the work to be awarded will not be exceeding its CIDB grading upper limit.	Bidder has more than one existing/active project that are below 70% completion rate or Bidders who have previously received default letters or Bidders that are more 10% behind construction programme without approved E.OTs.	Low risk (3 Points)	Medium risk (2 Points)	High risk (0 Points)	Completed three projects with a good rating within 10% of the approved contract period.	Completed at least two projects in between 11% and 20 % of the approved contract period with fair rating.	No Practical Completions in the past three (3) years.	Low risk (3 Points)	Medium risk (2 Points)	High risk (1 Points)	Final Completion of three projects.	Company has achieved final completion in at least two projects	Company has achieved final completion in once project.	Acceptable risk (4)	Medium risk (2)	High risk (0)
Low risk (4 Points)	Medium risk (3 Points)	High risk (0 Points)																				
Company has projects currently or and all are not behind of programme. The total number of projects including the work to be awarded will not be exceeding its CIDB grading upper limit.	Company has projects currently or and behind by 10 % or less on the approved programme. The total number of projects including the work to be awarded will not be exceeding its CIDB grading upper limit.	Bidder has more than one existing/active project that are below 70% completion rate or Bidders who have previously received default letters or Bidders that are more 10% behind construction programme without approved E.OTs.																				
Low risk (3 Points)	Medium risk (2 Points)	High risk (0 Points)																				
Completed three projects with a good rating within 10% of the approved contract period.	Completed at least two projects in between 11% and 20 % of the approved contract period with fair rating.	No Practical Completions in the past three (3) years.																				
Low risk (3 Points)	Medium risk (2 Points)	High risk (1 Points)																				
Final Completion of three projects.	Company has achieved final completion in at least two projects	Company has achieved final completion in once project.																				
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	If price is within 10 % above or below of market value	If price is between 10 % and 20 % below market value	If price is more than 20 % below the market value
	Bidders maybe be requested to supply additional information regarding their prices in form of rate build-ups for materials costs, source and cost of plant, labour and management costs and preliminaries and generals costs.		
	F. Construction Implementation Plan (Brief report)		
	A construction implementation plan must be developed to address the following “		
	• Human resource deployment (Contracts manager/ OHS officer/Skilled labour/unskilled labour etc) and number to be employed, and their role and responsibilities on the project. • Materials procurement plan (Which materials will procure, How, where and when will the materials be procured to support the construction programme. • What plant and equipment will be used and how will they be sourced and from where? • How will quality control and assurance be managed. • Detailed Construction programme • Cash flow projections to support the detailed construction programme. • Contract duration of Two (2) months.		
	A plan that does not cover all the areas and is less detailed will be considered a high risk. Contractor may be called in to present the plan and they must be accompanied by the key staff indicated above on item 1.		
	Low risk (2 Points)	Medium risk (1 Points)	High risk (0 Points)
	A sound plan that covers all of the above key areas and is based on known information	A sound plan that covers 4 of the above key areas well and is based on known information	A sound plan that covers less than 4 of the above key areas well and is based on known information
	<u>Risk Assessment Results</u>		
	For a bidder to pass the Risk Assessment and considered for award they must obtain a minimum of 14 points.		
Where the bidder price is considered for award but is rated Medium or High Risk on the Price Offered, the bidder will be alerted of this commercial risk and may be requested to justify with supporting documents.			
The BEC may interview the bidder should it deem it necessary.			
As part of overall risk assessment the Bidders give The NECT the right to enquire from previous and/or current employers about bidders' performance.			
Bidder will not be considered if;			
(i) Has performed poorly (completed projects by more than 25 % of the approved contract period) (ii) The project was in penalties and resulted in negative final account (iii) Bidder has failed to sign final account (iv) Bidder has been non-responsive on attending to defects (including latent defects) or			

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	(v) Bidder was terminated on one project or more projects On previous or current project implemented by The NECT or other Implementing Agents on the SAFE and ASIDI programmes on behalf of the Department of Basic Education. Other information and documentation that may be requested as part of evaluation process but need not to be submitted with the tender. 1. OHS documentation 1.1 Organogram stating all appointments on site • Sec16.1 CEO • Sec 16.1 designated official (signed) • Cr 8.1 Construction manager (signed) (competency and cv attached.) • Cr 8.5 Construction health and safety officer registered with SACPCMP(signed)(competency and cv attached.) • Cr 9.1 Incident investigator (signed qualification attached) • Risk Assessor (signed and qualification attached) • Fall protection plan developer (signed and qualification attached) • GSR3 First aider (qualification attached) 1.2 Documentation • SHE plan according to scope of works • Method statements according to scope of work • SWP HIRA according to scope of work • Fall protection plan • Emergency preparedness procedures • All relevant inspection registers according to scope of work. The NECT does not bind itself to accepting the lowest tender. Risk assessment will be considered in the awarding of tenders.
C.3.13 ACCEPTANCE OF TENDER OFFER	In addition to Clause C.3.13, the Tender offer will only be accepted if: a) The Tenderer has submitted with his Offer all relevant documentation as stated in C.2.23; b) The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; c) The Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of The Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and d) The Tenderer has not: i) Abused the Employer's Supply Chain Management System; or ii) Failed to perform on any previous contract.
C.3.17 PROVIDE COPIES OF THE CONTRACTS	The number of paper copies of the signed contract to be provided by the Employer is one (1).

The Following documents are relevant to this Tender and Tenderers are advised to obtain their own copies thereof:

#	Document	Applicable (Y/N)
1	"JBCC Series 2000 Principal Building Agreement (Edition 4.1 Code 2101, March 2005" issued by the Joint Building Contracts Committee Inc. (Including Amendments)	Y

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2	Code of Practice for the application of the National Building Regulations, SABS 0400-1990	Y
3	The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations, 2014	Y
4	Safety, Health, Environmental and Quality Policy for Construction and Maintenance Programmes	Y
5	The CIDB Standard for Uniformity in Construction Procurement (08 August 2019) as published in Government Gazette No. 42622, Board Notice 423 of 2019, which contains references to the Tender Data for details that apply specifically for the tender	Y
6	Construction Industry Development Act No 38 of 2000 and the Regulations in terms of the CIDB CT 38 of 2000, Government Gazette Notice No. 33239 of 28 May 2010	Y
7	SANS 1921:2004 Construction and Management	Y
8	Preferential Procurement Policy Framework Act of 2000 (Act 5 of 2000) and its Regulations as published in the Government Gazette No. 40553 of 20 January 2017 (As amended – 2022)	Y

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T2.1.4	Tax Clearance Requirements	
T2.1.5	Proof of Valid and Active Registration with the CIDB	
T2.1.6	Proof of Workmen's Compensation Registration (COIDA)	
T2.1.7	Bidder's Disclosure / Declaration of Interest (SBD 4)	
T2.1.8	Preferential Points Claim Form (SBD 6.1)	
T2.1.10	Service Provider Code of Conduct	
T2.2	Documents, Forms and Schedules Required for Tender Evaluation Purposes	Yellow
T2.2.1	Schedule of Work carried out	
T2.2.2	Proposed Key Personnel	
T2.2.3	Schedule of Plant and Equipment	
T2.2.4	Schedule of Proposed Sub-Contractors / Consultants	
T2.2.5	Broad-based Black Economic Empowerment Status Level Certificate	
T2.3	Other Forms, Certificates and Schedules that will be Incorporated into the Contract	Yellow
T2.3.1	Form Concerning Fulfilment of the Construction Regulations, 2014	
T2.3.2	Health and Safety Requirements	
T2.3.3	Local Employment and Sourcing	
T2.3.4	Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2004)	

**APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW TOILET FACILITIES FOR A SCHOOL IN THE
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T2.3.5	Record of Addenda to Tender Documents	
T2.4	OBJECTIVE RISK ASSESSMENT CRITERIA	
T.2.4.1	Work load Company Capacity	
T.2.4.2	Reliability	
T.2.4.3	Experience and Reputation	
T.2.4.4	Price offered	
T.2.4.5	Construction Implementation Plan	

T2.1.1: CERTIFICATE OF AUTHORITY TO SIGN A TENDER

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson of the board of
....., hereby confirm that by resolution of
the board (copy attached) taken on 20.....,
Mr/Ms
acting in the capacity of, was authorised to sign all documents in connection
with this tender for Contract No: **NECT/2025/07/001** and any contract resulting from it on behalf of the
company.

As witnesses:

1.
2.

Chairman:

Date:

ENTERPRISE STAMP

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B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
....., hereby authorise Mr/Ms
....., acting in the capacity of

to sign all documents in connection with this tender for **Contract No: NECT/2025/07/001** and any contract resulting from it on our behalf.⁷

Name	Address	Signature	Date

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

APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW TOILET FACILITIES FOR A SCHOOL IN THE PROVINCE OF THE EASTERN CAPE USING CONVENTIONAL BRICK AND MORTAR (CB&M)

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms
....., authorised signatory of the company.....
....., acting in the capacity of lead partner, to sign all documents
in connection with this tender for Contract No: **NECT/2025/07/001** and any contract resulting from it on our behalf.

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

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

D. Certificate for Sole Proprietor

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

As witnesses:

1. Sole Owner:
2. Date:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
....., hereby authorise Mr/Ms
acting in the capacity of, to sign all to sign all documents in
connection with this tender for Contract No: **NECT/2025/07/001** and any contract resulting from it on
our behalf.

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Name	Address	Signature	Date

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

ENTERPRISE STAMP	

T2.1.2 REGISTRATION CERTIFICATES / AGREEMENTS / IDENTITY DOCUMENTS

Attach hereto certified copies of Registration Certificates for Companies and Closed Corporations and certified copies of Identity Documents for Partnerships and Sole Proprietors as well as signed Agreements and Powers of Attorney for Joint Venture / Consortium if applicable.

Also include the relevant Identity Documents and complete disclosure of Shareholding of the tenderer.

Non-Submission thereof may deem your tender non-responsive.

I, of
Full Names of Authorised Signatory Company Name

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the Documents submitted are true and accurate copies of the originals.

.....
Signature

.....
Date

T2.1.3 JOINT VENTURE / CONSORTIUM DISCLOSURE FORM

TO BE COMPLETED ONLY IF TENDER IS SUBMITTED AS A JOINT VENTURE OR CONSORTIUM

(Complete only if applicable)

The parties hereto form a Joint Venture/ Consortium for the purpose of jointly bidding and obtaining the award of contract for **APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW TOILET FACILITIES FOR A SCHOOL IN THE PROVINCE OF THE EASTERN CAPE USING CONVENTIONAL BRICK AND MORTAR** and of jointly performing such contract under joint and several responsibility.

The share of the partners in the Joint Venture/ Consortium shall be:

Full Name and address of Lead enterprise

..... %

Full Name and address of 2nd enterprise

..... %

Full Name and address of 3rd enterprise

..... %

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/ Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture/ Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the NECT, for the amount and period as stated in the Contract Data.

The Joint Venture/ Consortium may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

or

The work undertaken by the Joint Venture/ Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture/ Consortium have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture/ Consortium without obtaining the prior written consent of the other party hereto.

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The Parties of the Joint Venture/ Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the NECT or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 2nd Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 3rd Partner.....

Name

Designation

Signed at..... on

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/ DIRECTORS/ PARTNERS AS THE CASE MAY BE)

In the event that there are more than 3 Joint Venture/Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signature

T2.1.4: TAX CLEARANCE REQUIREMENTS

It is a Condition of this Tender that the Taxes of the Tenderer must be in order, or that satisfactory arrangements have been made with the SOUTH AFRICAN REVENUE SERVICES (SARS) to meet the respondent's Tax Obligations.

Bidders's Tax Status must remain compliant in respect to the Evaluation process throughout the tender process, in order for a Bidder to be evaluated.

1. The valid and active Tax Compliance Status PIN is issued by the South African Revenue Services must be submitted together with this tender and appended to this page. Failure to submit the valid and active Tax Compliance Status PIN will result in the invalidation / disqualification of the tender submission as per stipulated Responsiveness Evaluation.
2. Valid Tax Compliance is a mandatory requirement for successful bidders post the tender process to be awarded a contract in terms of tis tender.
3. Where Joint Venture Consortia / Associations, etc. are involved, the Tax Compliance status will be on the main Joint Venture Partners Status. However, the Tax Compliance Status documentation of all the Joint Venture Partners are to be appended to this page. Any Tax non-compliance of any party will require a bidder to provide fully compliant tax status for any award to be made.

I, of

Full Names of Authorised Signatory Company Name

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the Documents submitted are true and accurate copies of the originals.

.....
Signature

.....
Date

T2.1.5: PROOF OF VALID AND ACTIVE REGISTRATION WITH THE CIDB

The Tenderer shall attach hereto the Contractor proof of valid active registration certificate with CIDB and National Treasury CSD. CIDB CRS and NT Supplier numbers must also be provided.

In the case of Consortium / Joint Venture Tenders, each partner shall provide their own valid CIDB Registration Certificate and CSD, including for the Joint Venture.

Registration on the Central Supplier Database (CSD) site of the National Treasury is a compulsory requirement for a tenderer to conduct business with the NECT. The onus is on each tenderer to register on the CSD site and provide proof of registration on the CSD site in the form of a report as prescribed in this returnable.

All prospective tenderers must have a tax compliant status on the Central Supplier Database (CSD) of the National Treasury and is required to attach proof of compliance status in the form of a CSD Summary Report at the time of tender submission.

I, of.....

Full Names of Authorised Signatory Company Name

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the Documents submitted are true and accurate copies of the originals.

.....
Signature

.....
Date

T2.1.6 PROOF OF WORKMEN'S COMPENSATION REGISTRATION (COIDA)

The Tenderer shall attach hereto a valid proof of Registration with the Workmen's Compensation or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993)

I,

of.....

Full Names of Authorised Signatory

Company Name

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the Documents submitted are true and accurate copies of the originals.

.....
Signature

.....
Date

T2.1.7: BIDDER'S DISCLOSURE / DECLARATION OF INTEREST (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....
.....

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

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;

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

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- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

T2.1.8: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all

unconditional discounts;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender (for South African Citizens only)	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Africans Ownership	10	
Women Ownership	5	
Youth Ownership	3	
People with Disabilities Ownership	2	

4.3. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm.....

Company registration number:

TYPE OF COMPANY/ FIRM

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

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[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

T2.1.10 SERVICE PROVIDER CODE OF CONDUCT

NECT aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any service provider dealing with NECT must understand and support. These are:

- The NECT Procurement Policy – A guide for Tenderers
- Section 217 of the Constitution of the Republic of South Africa, 1996 – the five pillars of Public Procurement and Supply Chain Management: fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act, Act 1 of 1999 (PFMA);
- The Broad Based Black Economic Empowerment Act, Act 53 of 2003 (B-BBEE);
- The Companies Act, Act 71 of 2008;
- The Prevention and Combating of Corrupt Activities Act, Act 12 of 2004 (PRECCA);
- The Protected Disclosures Act, Act 26 of 2000;
- The Construction Industry Development Board Act, Act 38 of 2000 (CIDB Act); and
- The Preferential Procurement Policy Framework ACT, Act 5 of 2000;

This Code of Conduct has been included in this contract to formally appraise NECT Service Providers of NECT's expectations regarding behavioural and conduct of its Service providers. The tenderer will share this code of conduct with its subcontractor(s) prior to submitting the tenderer and ensure adherence to it by the subcontractors.

Prohibition of Bribes, Kickbacks, Unlawful Payments and other Corrupt Practices

NECT's aim is to become a world class, profitable and sustainable organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

1. NECT will not participate in corrupt practices in any form or guise. Therefore, it expects its service providers to act in the same manner.
 - NECT and its employees will adhere to the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our service providers.
 - NECT Employees must not accept or request, agree or promise to accept money or anything of value, or any form of gratification, either directly or indirectly, from service providers or anyone linked to them in return for a benefit or other advantage to accrue to a service provider or other linked third party;
 - Employees may not receive anything that is intended to:
 - In an irregular or untoward manner, influence their judgement or conduct to ensure a specific or pre-conceived desired outcome of a sourcing activity;
 - In an irregular or untoward manner, win or retain business or influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.
2. NECT is firmly committed to the concept of free and competitive enterprise
 - Service Providers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust policies
 - NECT does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (Fronting)
3. NECT's relationship with service providers requires us to clearly define requirements, to exchange information and share mutual benefits
 - Generally, service providers have their own business standards and regulations. Although NECT cannot control the actions of our service providers, we will; not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.)

- Collusion in whatever form that is intended to influence procurement decisions;
- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, B-BBEE status, etc.)
- Corrupt activities listed above; and
- Harassment, intimidation or other aggressive actions towards NECT employees.
- Service Providers will be evaluated and approved before any materials, components, products or services are purchased from them. A rigorous due diligence is conducted and the service provider is expected to participate in an honest and straight forward manner.
- Service Providers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

4. Conflict of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of NECT Limited, for example:

- Doing business with family members or close associates;
- Having a financial or beneficial interest in another company in our industry or environment

I,

of.....

Full Names of Authorised Signatory

Company Name

Hereby acknowledge having read, understood and agree to the terms and conditions set out in the "NECT Service Provider Code of Conduct".

.....
Signature

.....
Date

T.2.2: DOCUMENTS, FORMS AND SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

T2.2.1: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY THE TENDERER

The Tenderer shall list below the previous contracts of a similar nature awarded to him/her (maximum 5 if any). This information is material to the award of the Contract. Please note that reference to the Company Profile will not be allowed. This information is material to the award of the Contract.

Employer (Name, Tel No and Fax No)	Project Manager (Name, Tel No and Fax No)	Nature of Work	Value of Work	Year of completion

I,

of.....

Full Names of Authorised Signatory

Company Name

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable.

.....
Signature

.....
Date

T2.2.2 PROPOSED KEY PERSONNEL

The Tenderer shall submit a Company Profile of the Entity and also list below the key personnel (including first nominee and the second-choice alternate), whom he proposes to employ on the contract should his offer be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME OF	NATIONALITY:	SUMMARY OF			NQF 7 Certified Yes/No
	(i) NOMINEE (ii) ALTERNATE		QUALIFICAT -IONS	EXPERIENCE OCCUPATION	AND PRESENT	
<u>HEADQUARTERS</u> Partner/director						
Project manager						
Other key staff (give designation)						
<u>CONSTRUCTION MONITORING</u> Site Agent / Engineer on Site						
Construction supervisor (give designation)						
Other key staff (give designation)						

I,

of.....

Full Names of Authorised Signatory

Company Name

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable.

.....
Signature

.....
Date

T2.2.3 SCHEDULE OF PLANT AND EQUIPMENT

The Bidder shall state below what Construction Plant and Equipment will be available for the work should he be awarded the Contract.

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

Attach additional pages if more space is required:

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

I, of

Full Names of Authorised Signatory Company Name

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

.....
Signature

.....
Date

T2.2.4 SCHEDULE OF PROPOSED SUB-CONTRACTORS (IF ANY)

We notify you that it is our intention to employ the following sub-contractors for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-contractors in accordance with requirements in the contract for such appointments and to provide copies of the subcontractors. If there are no such requirements in the contract, your written acceptance of this list shall be binding between us.

#	Name and Address of Proposed Sub-contractor	Nature and Extent of Work	Previous experience with Sub-contractor
1			
2			
3			

I,

of

Full Names of Authorised Signatory

Company Name

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

.....
Signature

.....
Date

T2.2.5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT STATUS LEVEL CERTIFICATE

The Bidder shall attach the B-BBEE Certificate / Affidavit issued by a state below what Construction Plant and Equipment will be available for the work should he be awarded the Contract.

I,

of

Full Names of Authorised Signatory

Company Name

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted is true and accurate.

.....
Signature

.....
Date

T2.3: OTHER FORMS, CERTIFICATES AND SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

T2.3.1: FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her bid for the due fulfilment of all the applicable requirements of the Act and the Regulations.

- 1 I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	
NO	

- 2 Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - specify:	

- 3 Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

- 4 Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

.....

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5 Potential key risks identified and measures for addressing risks:

.....

.....

.....

6 I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period. (Tick)

YES	
NO	

I, of

Full Names of Authorised Signatory

Company Name

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

.....
Signature

.....
Date

T2.3.2 HEALTH AND SAFETY REQUIREMENTS

The Contractor to submit the detailed Health and Safety Plan upon receipt of a Letter of Appointment, but before commencement of construction works, in terms of the Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014 (**OHS Act 85 of 1993**).

I,

of

Full Names of Authorised Signatory

Company Name

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

.....
Signature

.....
Date

T2.3.3: LOCAL EMPLOYMENT AND SOURCING

The NECT has identified job creation and access to procurement opportunities by Start-ups, Small and Micro Enterprises (SMMEs) in the local community of the project area, as an essential requirement towards building an economically viable country. As such, the below targets will be a condition of contract:

General Labour minimum target

It is mandatory that tenderers / bidders employ the minimum stipulated personnel on the contracts for the local community where the project is being implemented. This employment is outside the existing employees of the tenderers / bidders. For the general labour force, the minimum number of people to be employed for the duration of the project will be calculated from the formula below:

$$\text{Number of Employees} = 4 * \frac{(\text{Contract value in Rand})}{\text{R1, 000, 000}}$$

Tenderers are to also note that it is an explicit condition of this tender that all unskilled labourers on the project are to be employed from the local community. The Contractor is therefore expected in general to maximise the involvement of the local community. Take note that the local labour employed must not be paid lower than the minimum approved municipal rates in that district or area. The Contractor shall be required to submit employment data on a monthly basis to the Project Manager.

Procurement of Materials minimum target

Regarding procurement of materials, local is hereby defined as the district in which the project(s) is/are located. Please refer to the preliminaries and general for the minimum target for materials sourced locally.

I, of

Full Names of Authorised Signatory

Company Name

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the Information submitted is true and accurate copies of the originals.

.....
Signature

.....
Date

**T2.3.4: UNEMPLOYMENT INSURANCE FUND (UIF) – REGISTRATION
CERTIFICATE (ACT 4 OF 2004)**

A valid Tenderer's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here (You can attach as Annexure and Annotate as such).

I,

of

Full Names of Authorised Signatory

Company Name

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the Documents submitted are true and accurate copies of the originals.

.....
Signature

.....
Date

T2.3.5: RECORD OF ADDENDA TO BID DOCUMENTS

The undersigned confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		

Attach additional pages if more space is required.

I, of

Full Names of Authorised Signatory

Company Name

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

.....
Signature

.....
Date

T2.4 OBJECTIVE RISK ASSESSMENT CRITERIA

The NECT is obligated to undertake risk assessment before accepting offers. In doing the risk assessment the following must be considered.

Employer is restricted in accordance with clause 4.(4) of the Construction Regulations, 2014, to only appoint a Contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely.

Employer is obligated by standards of uniformity to tender to evaluate if the Contractor can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract

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T2.4.1 – Work load and Capacity

List current project under construction and locality of projects.

Provide details of current projects

Name of Project	Locality of Project (nearest town)	Client	Duration of Project	Current Progress (%) at time of submission of Tender	Client Contact Person & Contact No.	Contractual Completion date

NECT reserves the right to request other Employers to provide the information on current projects being undertaken by the company.

Signed on behalf of the Tenderer		Date	
-------------------------------------	--	------	--

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T2.4.2 - Reliability and reputation

Completed (Practical Completion) at least three projects within the approved contract period (including approved E.O.Ts) in the past three (3) years with contactable references. **(Appointment letters, Handover/ Site Possession Certificates, Practical Completion certificates and references must be attached together per project)**

Provide details of completed projects

Name of Project	Locality of Project	Value of Project	Original Completion date	Revised Completion date	Actual Completion date

NECT reserves the right to request the Tenderer to provide the documentation within 24 hrs otherwise it will be considered that there is no further submission to be made by Tenderer.

The following form (next page) is to be completed by the client and is to be supported in each case accompanied by Signed Appointment Letter; Final Completion Certificate and is to be signed and stamped by the client. If client does not have official stamp, a reference with clients letterhead is acceptable.

Incomplete, non-signed reference letters will not be considered.

Signed on behalf of the Tenderer		Date	
-------------------------------------	--	------	--

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MORTAR**

PROJECT # 1
PROJECT NAME:
CONTRACTOR NAME:

Type of project, e.g.:

.....
(New school, clinic, ECD centre, school sanitation etc.)

Client:

.....
.....

Project Amount:

.....

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

DESCRIPTION	INDICATE YES/NO
Has the above mentioned project reached final completion within reasonable time as stipulated in the contract	
Was the quality of workmanship acceptable and contractor attended to defects on time	
Did the contractor have the relevant adequate resources (personnel) to complete the project on time for PC	
Did the contractor manage the cashflow well (paid labour /suppliers etc)	
Did the contractor provide CoCs on time	

Overall rating of contractor performance

Very Good	Good	Fair	Bad

Please provide remarks for the rating provided above.

.....
.....

Client's contact person: **Telephone:**

.....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation. False or fraudulent reference letter will lead to disqualification

**APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW TOILET FACILITIES FOR A
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Client's Signature:

Date:

STAMP

APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW TOILET FACILITIES FOR A SCHOOL IN THE PROVINCE OF THE EASTERN CAPE USING CONVENTIONAL BRICK AND MORTAR

PROJECT # 2
PROJECT NAME:
CONTRACTOR NAME:

Type of project, e.g.:

.....
(New school, clinic, ECD center, school sanitation etc.)

Client:

.....
.....

Project Amount:

.....

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

DESCRIPTION	INDICATE YES/NO
Has the above mentioned project reached final completion within reasonable time as stipulated in the contract	
Was the quality of workmanship acceptable and contractor attended to defects on time	
Did the contractor have the relevant adequate resources (personnel) to complete the project on time for PC	
Did the contractor manage the cashflow well (paid labour /suppliers etc)	
Did the contractor provide CoCs on time	

Overall rating of contractor performance

Very Good	Good	Fair	Bad

Please provide remarks for the rating provided above.

.....
.....

Client's contact person: **Telephone:**

.....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation. False or fraudulent reference letter will lead to disqualification

APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW TOILET FACILITIES FOR A
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Client's Signature:

Date:

STAMP

PROJECT # 3

PROJECT NAME:

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CONTRACTOR NAME:

Type of project, e.g.:

.....
(New school, clinic, ECD centre, school sanitation etc.)

Client:

.....
.....

Project Amount:

.....

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

DESCRIPTION	INDICATE YES/NO
Has the above mentioned project reached final completion within reasonable time as stipulated in the contract	
Was the quality of workmanship acceptable and contractor attended to defects on time	
Did the contractor have the relevant adequate resources (personnel) to complete the project on time for PC	
Did the contractor manage the cashflow well (paid labour /suppliers etc)	
Did the contractor provide CoCs on time	

Overall rating of contractor performance

Very Good	Good	Fair	Bad

Please provide remarks for the rating provided above.

.....
.....

Client's contact person: **Telephone:**

.....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation. False or fraudulent reference letter will lead to disqualification

Client's Signature:

Date:

APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW TOILET FACILITIES FOR A
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STAMP

T2.4.3 - Experience

APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW TOILET FACILITIES FOR A SCHOOL IN THE PROVINCE OF THE EASTERN CAPE USING CONVENTIONAL BRICK AND MORTAR

At least three Final Completions in the past 3 years . (Attach Final Completions)

T2.3.5 - Construction Implementation Plan (Attach Brief report)

A construction implementation plan must be developed to address the following:

- Human resource deployment (Contracts manager/ OHS officer/Skilled labour/unskilled labour etc) and number to be employed, and their role and responsibilities on the project.
- Materials procurement plan (Which materials will procure, How, where, and when will the materials be procured to support the construction programme.
- How will the health and safety be implemented, managed and monitored (**COVID 19 regulations**)
- What plant and equipment will be used and how will they be sourced and from where?
- How will quality control and assurance be managed.
- Indicative construction programme (**Two (2) Months contract duration**)
- Cash flow projections and financial management to support the indicative construction programme.

A sound plan that covers all of the above key areas and is based on known information will be considered to be less of a risk. A plan that does not cover all the areas and is less detailed will be considered a high risk. Contractor may be called in to present the plan and they must be accompanied by the key staff indicated above on item 1.

NECT reserves the right to request the Tenderer to provide the documentation within 24 hrs otherwise it will be considered that there is no further submission to be made by Tenderer.

APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW TOILET FACILITIES FOR A SCHOOL IN THE PROVINCE OF THE EASTERN CAPE USING CONVENTIONAL BRICK AND MORTAR

PART B: CONTRACT DOCUMENT

SECTION	DESCRIPTION	Page Colour
PART C1:	AGREEMENT AND CONTRACT DATA	
C1.1	Form of Offer and Acceptance	Yellow
C1.2	Contract Data	Yellow
C1.2.1	Conditions of Contract	
C1.2.2	Contract Specific Data	
C1.3	Form of Guarantee / Performance Guarantee	White
C1.4	Letter of Intent for Public Liability Insurance from an Insurance Company not Broker	
C1.5	Letter of Intent for SASRIA	
C1.6	Letter of Intent for Contract Works Insurance from an Insurance Company not Broker	
C1.7	Agreement in Terms of Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)	White
PART C2:	PRICING DATA	
C2.1	Pricing Instructions	Yellow
C2.2	Bill of Quantities	Yellow
C2.3	Amendments, Qualifications and Alternatives by Tenderer	Yellow
PART C3:	SCOPE OF WORK	Blue
C3.1	Project Specifications	
C3.2	Particular Specifications	
C3.3	Department of Basic Education (DBE) Standard Drawings	
PART C4:	SITE INFORMATION	Green
C4.1	List of Schools and Enrolment Numbers	
C4.2	Department of Basic Education (DBE) Norms and Standards	

**APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW TOILET FACILITIES FOR A
SCHOOL IN THE PROVINCE OF THE EASTERN CAPE USING CONVENTIONAL BRICK AND MORTAR**

C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

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

By the representative of the Bidder, deemed to be duly authorised, signing this apart of this Form of Offer and Acceptance, the Bidder 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 Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

FOR THE BIDDER:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

Name and signature of a Witness _____ Date _____

ACCEPTANCE

APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW TOILET FACILITIES FOR A SCHOOL IN THE PROVINCE OF THE EASTERN CAPE USING CONVENTIONAL BRICK AND MORTAR

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement, between the Employer and the Bidder 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 C1 to C4 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder 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 fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (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.

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

FOR THE NECT:

Signature(s):

Names:

Capacity:

NATIONAL EDUCATION COLLABORATION TRUST (NECT)

(Name and address of organisation)

Name and signature of a witness _____ Date _____

SCHEDULE OF DEVIATIONS

Notes:

APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW TOILET FACILITIES FOR A SCHOOL IN THE PROVINCE OF THE EASTERN CAPE USING CONVENTIONAL BRICK AND MORTAR

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the bid documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

- 1 **Subject** _____
Details _____
- 2 **Subject** _____
Details _____
- 3 **Subject** _____
Details _____
- 4 **Subject** _____
Details _____
- 5 **Subject** _____
Details _____
- 6 **Subject** _____
Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder 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 bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW TOILET FACILITIES FOR A
SCHOOL IN THE PROVINCE OF THE EASTERN CAPE USING CONVENTIONAL BRICK AND MORTAR
FOR THE BIDDER:**

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organisation)

Name and signature of witness

_____ Date _____

NECT

Signature(s) _____

Name(s) _____

Capacity _____

NECT)
(Name and address of organisation)

Name and signature of witness

_____ Date _____

APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW TOILET FACILITIES FOR A SCHOOL IN THE PROVINCE OF THE EASTERN CAPE USING CONVENTIONAL BRICK AND MORTAR

C1.2 CONTRACT DATA

CONDITIONS OF CONTRACT

The Agreement is to be the JBCC Series 2000 Principal Building Agreement, Edition 4.1, March 2005, including all other JBCC support documentation that together form the contract between the Employer and the Contractor, is applicable to this Contract and is incorporated herein by reference. Copies of these documents may be obtained from The Association of South African Quantity Surveyors, Tel: No. (011) 315-4140.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract Pre-Tender information are applicable to this Contract:

Clause	
42.1.1	The Employer is the NECT . The Employer's address for receipt of communications is: Physical address: HEAD OFFICE (GAUTENG), GROUND FLOOR, BLOCK D, LAKEVIEW OFFICE PARK, 272 WEST AVENUE, CENTURION, 0163 Telephone: (012) 752 6200
	The Principal Agent referred to in the Agreement. The principal Agent address for receipt of communications is: Physical address: Ms. Basani Magadzi HEAD OFFICE (GAUTENG), GROUND FLOOR, BLOCK D, LAKEVIEW OFFICE PARK, 272 WEST AVENUE, CENTURION, 0163 Telephone: (012) 752 6200, Email: Tenders@NECT.org.za
42.2.1.	Works description. Described in preliminary section of Bill of Quantities.
42.2.2.	Site description. Described in preliminary section of Bill of Quantities
42.2.3.	Works or other installations by direct Contractors. Not applicable.
42.2.4.	Specific options applicable to a State Organ. Not applicable.
42.2.5.	Possession of the site: On the date of Site Handover.
42.2.6.	Commencement of the works: 5 (Five) working days after taking possession of the site.
42.2.7.	Practical completion: Two (2) Months from date of site handover. Penalty per calendar day: As per the Form of Contract (See attached Annexure A)
42.2.8.	Practical completion in sections. Not applicable.
42.2.9.	The law applicable to this agreement. RSA.
42.3.	Insurances. To be effected by the Contractor refer to relevant clauses in Preliminaries Bill.

Clause	
42.4.1.	Waiver of the Contractors lien. Yes.

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42.4.2.	Construction document copies. 3 (Three).
42.4.3.	Bill of Quantities drawn up in accordance with: Standard System of Measuring Building Work.
42.4.4.	Submission of priced documents. Together with the Tender Document on the Closing Date of the Tender.
42.4.5.	JBCC Engineering General Conditions. No.
42.4.6.	The contract value is to be adjusted. Not applicable. Fixed price contract.
42.4.7. 7	Details of changes made to the provisions of JBCC standard documentation: Add the following at the end of clause 7: 7.1. The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act: (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.
	(iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Engineer any investigation, complaint or criminal charge which may arise because of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation, complaint or criminal charge. 7.2. The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act: (i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2014 and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works. (ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor

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	is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."
Clause	
10, 11, 12	CLAUSE 12 ADD THE FOLLOWING: "Notwithstanding the provisions of the General Conditions of Contract and without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever including but not limited to the provision by the Contractor of any insurances, the Contractor will effect and maintain for the duration of the Contract until the date of the Certificate of Completion - (i) Contract Works Insurance. (ii) Public Liability Insurance. (iii) A Coupon for Special Risk Insurance (SASRIA) issued by the South African Special Risk Insurance Association. in the name of the Contractor (including all Sub-Contractors) and NECT's insurable interest must be noted in the policy. A copy of the Contract Works Insurance, Public Liability Insurance policies and Coupon for Special Risk Insurance as arranged by the Contractor, must be submitted to the NECT. The Insurances will be maintained from the Commencement Date to the date of the Certificate of Completion. The Contractor shall effect and pay for any supplementary insurance, which in its own interest it may deem necessary. The Contractor shall insure that all potential and appointed Sub-contractors are aware of the whole content of this clause and enforce the compliance by Sub-contractors with this clause where applicable. Any clarification of the scope of cover to be provided by the Policies arranged by the Contractor or the Employer (NECT) should be obtained from the NECT's PMO. The Contractor and its Sub-contractors are deemed to have full knowledge of the terms and conditions under which the required Insurance cover is issued. "
14	Security. The Form of Guarantee must substantially contain the wording of the document included as "Form of Guarantee", refer to Part C1.3. Where surety is required, it shall be in the form of cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act No. 94 of 1990) or from an insurer registered in terms of the Insurance Act, 1943 (Act No. 1943 (Act No. 27 of 1943). Where bidders in Category A cannot raise the required surety of 2,5%, and it is feasible to deduct the amount from the first certificate, such concessions may be granted Also refer to Clause 14 in the Preliminary Section of the Bill of Quantities.
31	All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents: ✓ An original letter from the banking institution to confirm full details of the bank account to ✓ the NECT (Company name, account number) ✓ An original letter on the bidding entity's letterhead confirming bank account details into ✓ which all contract payments must be made, signed by an authorised official of bidding entity
31	Retention. Retention will be applicable to this contract. Refer to Clause 31 in the Preliminary Section of the Bill of Quantities.

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PART 2: DATA PROVIDED BY THE CONTRACTOR

The following contract Post-Tender Information are applicable to this contract.

Clause	
42.5.	The Contractor is The Contractor's address for receipt of communications is: Physical address: Postal address: Telephone: Fax: E-mail:.....

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C1.3 FORM OF GUARANTEE

PRO FORMA

CONTRACT NO.: NECT/2025/07/001

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

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

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

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of

_____ (R _____)

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

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

IN WITNESS WHEREOF this guarantee has been executed by us at _____

on this _____ day of _____ 20_____

As witnesses:

1. _____ Signature _____

2. _____ Signature _____

Duly authorized to sign on behalf of

Address

**APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW TOILET FACILITIES FOR A
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C1.4 LETTER OF INTENT FOR PUBLIC LIABILITY

A letter of intent for Public Liability from an Insurance Broker, not from an Insurance Broker to be inserted in this section.

I,

of

Full Names of Authorised Signatory

Company Name

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the Documents submitted are true and accurate copies of the originals.

.....
Signature

.....
Date

**APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW TOILET FACILITIES FOR A
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C1.5 LETTER OF INTENT FOR SASRIA

A letter of intent for SASRIA.

I,

of

Full Names of Authorised Signatory

Company Name

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the Documents submitted are true and accurate copies of the originals.

.....
Signature

.....
Date

**APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW TOILET FACILITIES FOR A
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C1.6 LETTER OF INTENT FOR CONTRACT WORKS INSURANCE

A letter of intent for Contract Works Insurance from an Insurance Broker, not from an Insurance Broker to be inserted in this section.

I,

of

Full Names of Authorised Signatory

Company Name

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the Documents submitted are true and accurate copies of the originals.

.....
Signature

.....
Date

APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW TOILET FACILITIES FOR A SCHOOL IN THE PROVINCE OF THE EASTERN CAPE USING CONVENTIONAL BRICK AND MORTAR

C1.7 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at

on this the _____ day of _____ in the year _____

between THE NATIONAL EDUCATION COLLABORATION TRUST (NECT) (*hereinafter called "the Employer"*) of the one part, herein represented by

in his capacity as

and (hereinafter called "the Mandatory") of the other part, herein represented by

in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz: **NECT/2025/07/001: CONSTRUCTION OF NEW TOILET FACILITIES FOR SCHOOLS IN THE PROVINCE OF THE EASTERN CAPE USING CONVENTIONAL BRICK AND MORTAR.**

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued; and
 - (b) the date of termination of the Contract.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of "The Act":

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- (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
- (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements and all relevant requirements of the above-mentioned documents, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 *The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.*
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.
8. **The contact details of the OH&S Agent for the NECT will be advised on date of award.**

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE NECT:

WITNESS 1

NAME 1

(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1

NAME 1

(IN CAPITALS)

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CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL
HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on _____ 20.....,

Mr/Ms _____ whose signature
appears below, has been duly authorised to sign the AGREEMENT in terms of THE
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of _____

SIGNED ON BEHALF OF THE COMPANY : _____

IN HIS/HER CAPACITY AS: _____

DATE : _____

SIGNATURE OF SIGNATORY : _____

WITNESS 1

NAME 1
(IN CAPITALS)

APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW TOILET FACILITIES FOR A SCHOOL IN THE PROVINCE OF THE EASTERN CAPE USING CONVENTIONAL BRICK AND MORTAR

C2.1 PRICING INSTRUCTIONS

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
- 7 An amount or rate shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. An item against which no amount or rate is entered will be covered by the other amounts or rates in the Bill.

The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items be required.

Should the Bidder group a number of items together and bid one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

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Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

- 9 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Bidder bids to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

10. PRELIMINARY, GENERAL AND SITE ESTABLISHMENT

10.1 Provision

Provision is made in the Bill of Quantities for lump sums to cover the Contractor's cost to supply, erect commission, maintain and eventually demolish and remove site facilities, plant, tools and equipment, and for the Contractor to comply with any other obligations of a preliminary and general nature in terms of the contract. The sum tendered in the Bill of Quantities for any preliminary and general item shall cover the Contractor's direct and overhead costs, profit and all other costs for the provision of the item and/or compliance with the obligations, liabilities, risks and requirements associated with the item.

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10.2 Payment for Fixed Cost Items

The sum tendered for these items will be paid in equal instalments over the contract period, the amount remaining after every instalment being re-calculated to arrive at equal instalments per month for the contractual period remaining.

10.3 Payment for Time-related Items

The sum tendered for these items will be paid in equal instalments over the contract period, the amount remaining after every instalment being re-calculated to arrive at equal instalments per month for the contractual period remaining. The total sum subject to recalculation will be adjusted according to the Adjusted Contract Period at the time when Certification of Payment is due.

10.4 Payment for Value-related Items

The sum tendered for these items will be paid in equal instalments over the contract period, the amount remaining after every instalment being re-calculated to arrive at equal instalments per month for the contractual period remaining. The total sum subject to recalculation will be adjusted according to the Adjusted Contract Sum at the time when Certification of Payment is due.

11 DAY LABOUR, PLANT HIRE AND HAULAGE

Tenderers must state their rates, in the relevant section of the Bill of Quantities, for day labour, plant hire and haulage. Plant hire and Day labour rates are to be shown as hourly rates for the various categories of labour set out in the Schedule.

Rates must include for the use of Contractor's small tools and equipment and must be inclusive of Contractor's overheads and profit.

NB: PLEASE NOTE:

A. BID PRICES ARE TO BE FIRM.

Signature of person authorised to sign bid documents _____

Name in block letters _____

Designation : _____ Date: _____

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C2.2 BILL OF QUANTITIES

SEE ANNEXURE B – FOR A COPY OF THE BILL OF QUANTITIES (BOQ)

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PART C3 SCOPE OF WORKS

CONTENTS

C3.1 DESCRIPTION OF WORKS

- C3.1.1 NECT's objectives
- C3.1.2 Overview of the Works
- C3.1.3 Extent of Works
- C3.1.4 Location of the Works

C3.2 ENGINEERING

- C3.2.1 Design
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C3.3 PROCUREMENT

- C3.3.1 Preferential Procurement
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C3.4 CONSTRUCTION

- C3.4.1 Works specifications
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- C3.6.1 Health and Safety requirements and procedures
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-

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STATUS

In the event of any discrepancy between the Scope of Works and a part or parts of the SABS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 NECT OBJECTIVES

The employer's objectives are to deliver public infrastructure using labour-intensive methods. Labour-intensive works comprise the activities described in SANS 1921-5/Earthworks activities which are to be performed by hand/Labour-Intensive Specification and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

C3.1.2 OVERVIEW OF THE WORKS

The work to be carried out includes the construction of new ablution facilities using Conventional Brick and Mortar.

C3.1.3 EXTENT OF WORKS

The Works to be carried out by the Contractor under this Contract comprise mainly the following:

- (a) Construction of School Toilets as per the Specifications issued by the Department of Basic Education (DBE). The Approximate quantities of each type of work are given in the Bill of Quantities (BOQs).

C3.1.4 LOCATION OF THE WORKS

The project will be implemented in the Province of the Eastern Cape.

C3.1.5 TEMPORARY WORKS

Not Applicable.

C3.2 ENGINEERING

C3.2.1 DESIGN

The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.

C3.2.2 NECT'S DESIGN

The designs are based on the Standard Drawings from the National Department of Basic Education (DBE).

C3.2.3 CONTRACTOR'S DESIGN

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

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C3.2.4 DRAWINGS

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

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

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

The Drawings prepared by the Employer for the permanent Works are listed and bound in a separate and attached to this Tender Document as an Annexure. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

C3.2.5 DESIGN PROCEDURES

The Design is from the Department of Basic Education (DBE). Standard Drawings will be issued to the Contractors.

C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 Requirements

The procurement of contractors will be in accordance with the applicable PPPFA Regulations. Acceptable bids will be evaluated by using a system that awards points on the basis of 80 points for bid price and 20 points for the BEE rating (80:20 principle) and the evaluation Method 1 will be applied to evaluate the tender offers (i.e. Price and Preferences).

C3.3.1.2 Resource standard pertaining to targeted procurement

The NECT will select successful contractors from the contractors who are already pre-qualified.

C3.3.2 SUBCONTRACTING

C3.3.2.1 Scope of mandatory subcontract works

There will be no mandatory subcontracting scope, except where the Contractors might not have the required specialist Plumbing, Electrical or any other skills.

C3.3.2.2 Preferred sub-contractors/suppliers

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

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C3.3.2.3 Sub-contracting procedures

The Principal Agent may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he/she deems the circumstances so warrant, and provided always that the Contractor has complied fully and in all respects with the provisions of the Contract pertaining to subletting to local sub-contractors or has utilised his/her best endeavours to comply therewith, authorise in writing that the Contractor may employ local residents with the sole intent of executing on-the-job training of such local residents to suitable levels of skill that will enable the Contractor to sub-let appropriate portions of the Works as specified to such local residents.

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

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

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

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

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

C3.3.2.4 Attendance on subcontractors

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

C3.4 CONSTRUCTION

C3.4.1 WORKS SPECIFICATIONS

C3.4.1.1 Applicable SABS 1200 Standardized Specifications

The following parts of SANS 2001 Construction works standards and associated data are applicable to the works:

- 1) SANS 2001BE1
 - 2) SANS 2001BS1
 - 3) SANS 2001CC2
 - 4) SANS 2001CG1
 - 5) SANS 2001CM1
 - 6) SANS 2001CS1
 - 7) SANS 2001CT2
 - 8) SANS 2001DP1
 - 9) SANS 2001DP2
-

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- 10) SANS 2001DP3
- 11) SANS 2001DP4
- 12) SANS 2001DP5
- 13) SANS 2001DP6
- 14) SANS 2001EM1

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards. Each item of specification Data given below is cross referenced to the clause in the standard to which it mainly applies.

C3.4.1.2 Particular Specifications

The following Particular Specifications for work not covered by the SANS 2001 Standardized Specifications are also included hereunder:

PARTICULAR SPECIFICATION		PAGE NO.
POHS:	Health and Safety Baseline Specifications	Annexure A
B/RA:	Baseline Risk Assessment	Annexure B
SHEQ POL:	SHEQ Policy	Annexure C
PW 371A:	Construction Specification – General Specification (which are obtainable on: http://www.publicworks.gov.za/PDFs/consultants_docs/2014/PW371A_General_Specification_edition2_1_Aug2014.pdf	
PW 371B:	Construction Specification – Particular Specification	

C3.4.1.3 National and International Standards

- Standardized Specifications for Civil Engineering Construction SANS 1200
- The National Building Regulations SABS0400
- Construction and Management Requirements for Works Contracts SANS1921-1
- Targeted Construction Procurement SANS1914-4

C3.4.1.4 Variations and Additions to the SABS 1200 Standardized Specifications

Variations and additions to the following SABS 1200 Standardized Specifications listed in C3.4.1 are given in section C3.4.6

C3.4.2 SITE ESTABLISHMENT

C3.4.2.1 Facilities provided by the Contractor

(a) Site Office Accommodation

The Contractor shall provide on the Site a site office. Such office accommodation shall be provided within the Contractor's site establishment facilities.

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The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of **six (6)** persons at site meetings.

(c) Contract name board

The Contractor shall provide, erect and maintain one (1) contract name board at such a position and location as directed by the Principal Agent, in accordance with the requirements set out in SABS 1200 AB (as amended).

The Contractor shall before ordering or manufacturing any such contract name board, obtain the Principal Agent's written approval in respect of all names and wording to appear on the contract name board.

Each name board shall be made of tempered hardboard with a thickness of at least 12 mm, so braced on the reverse side as to prevent warping and shall be mounted on two or more, as necessary, firmly planted poles. The painting of the boards shall comply with the relevant requirements of CKS 193 and the colours of the paints shall be an acceptable match to the applicable colours given in SABS 1091.

The Contractor shall keep the contract name board in good state of repair for the duration of the Contract and shall remove it on completion of the Contract.

(d) Site instruction book

The Contractor shall always keep a triplicate book for site instructions on the Site.

(e) Water

The Contractor shall, at his own expense, be responsible for obtaining and providing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use (drinking water for construction workers).

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Principal Agent produce test results demonstrating such compliance.

Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

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

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(f) Electricity

The Contractor shall, at his own expense, be responsible for obtaining and providing all electricity as he may require for the purposes of executing the Contract.

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

(g) Toilet Facilities

The Contractor shall, at his own expense, be responsible for providing toilet facilities for the site. No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this sub-clause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General items.

C3.4.2.2 Site usage

Any site restrictions applicable to the site to be confirmed by the Principal Agent.

C3.4.2.3 Features requiring special attention

(a) Site maintenance

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

(b) Sub-contractors

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

The Principal Agent will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor. All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the sub-contractors and the Principal Agent will not become involved.

(c) Employment of unskilled and semi-skilled workers in labour-intensive works

(i) REQUIREMENTS FOR THE SOURCING AND ENGAGEMENT OF LABOUR

- (1) Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- (2) The rate of pay set for the EPWP is **R3500 Per month**.

Note to Compiler: Insert value determined by public body in accordance with clause 2.2 of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects

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under the Expanded Public Works Programme (EPWP), which is repeated here for ease of use.

"In accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes (clause 10.4), the public body must set a rate of pay (task-rate) for workers to be employed on the labour-intensive projects.

Clause 10.4 requires that the following should be considered when setting rates of pay for workers:

10.4.1 The rate set should take into account wages paid for comparable unskilled work in the local area per sector, if necessary.

10.4.2 The rate should be an appropriate wage to offer an incentive for work, to reward effort provided and to ensure a reasonable quality of work. It should not be more than the average local rate to ensure people are not recruited away from other employment and jobs with longer-term prospects.

10.4.3 Men, women, youth, disabled persons and the aged must receive the same pay for work of equal value."

- (3) Tasks established by the contractor must be such that:
 - (aa) the average worker completes 5 tasks per week in 40 hours or less; and
 - (bb) the weakest worker completes 5 tasks per week in 55 hours or less.
- (4) The Contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- (5) The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and/or who come from households:
 - (aa) where the head of the household has less than a primary school education;
 - (bb) that have less than one full-time person earning an income;
 - (cc) where subsistence agriculture is the source of income;
 - (dd) those who are not in receipt of any social security pension income.
- (6) **The contractor must provide monthly statistics to the NECT indicating the number of new jobs created through this contract. This statistic must be provided with each monthly payment certificate using NECT prescribed format, which will be provided by the Project Manager of this project to the successful bidder.**

(II) SPECIFIC PROVISIONS PERTAINING TO SANS 1914-5

(1) Definition

Targeted labour: Unemployed persons who are employed as local labour on the project.

(2) Contract participation goals

- (aa) There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

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- (bb) The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task-rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.
- (3) **Terms and conditions for the engagement of targeted labour**
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- (4) **Variations to SANS 1914-5**
 - (aa) The definition for net amount shall be amended as follows:
Financial value of the contract upon completion, exclusive of any value-added tax or sales tax which the law requires the employer to pay the contractor.
 - (bb) The schedule shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.
- (III) **TRAINING OF TARGETED LABOUR**
 - (1) The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
 - (2) The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training will take place as close to the project site as practically possible. The Contractor must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer must be furnished with a copy of this request.
 - (3) A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works – Cinderella Makunike, Fax: 012 328 6820 or email cinderella.makunike@dpw.gov.za, Tel: 083 677 4026.
 - (4) The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.
 - (5) The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.
 - (6) An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend formal training, in terms of 1.3.4 above.
 - (7) Proof of compliance with the requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

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(d) Employment of local labour

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

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

The employment of casual labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No. 75 of 1997, as determined by the Department of Labour

The employment of casual labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No. 75 of 1997, as determined by the Department of Labour.

(e) Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 49 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Principal Agent, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

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

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

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

APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF NEW TOILET FACILITIES FOR A SCHOOL IN THE PROVINCE OF THE EASTERN CAPE USING CONVENTIONAL BRICK AND MORTAR**(f) Notices, signs, barricades and advertisements**

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

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

(g) Workmanship and quality control

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

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

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

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

C3.4.2.4 Extension of time due to abnormal rainfall

Extension of time will be granted without costs in respect of delays incurred by the Contractor arising from the occurrence of wet climatic conditions on the Site, whether abnormal or otherwise.

C3.4.3 PLANT AND MATERIALS**C3.4.3.1 Plant and materials supplied by the employer**

Cession for direct payment of materials will be entered between Contractors and Suppliers and NECT will acknowledge direct payments to materials suppliers. Suppliers will be required to deliver materials before payment or deposits can be made, and DBE to approve and reimburse the contractors for 80% of all materials delivered on site upon proof of such deliveries.

C3.4.3.2 Materials, samples and shop drawings

Any new samples of materials and finishes to be supplied on site must first be approved by the Principal Agent. This is to ensure that there is proof of compliance with materials specifications, samples of materials and finishes.

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(a) Samples

Materials or work which do not conform to the approved samples submitted in terms of Sub-clause 23.4 of the Conditions of Contract, will be rejected. The Principal Agent reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Principal Agent, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Sub-clause 23.7 of the Conditions of Contract, be for the Contractor's account.

C3.4.4 CONSTRUCTION EQUIPMENT

C3.4.4.1 Requirements for equipment

Any plant and equipment required for the project will be for the Contractor's account.

C3.4.4.2 Equipment provided by the employer

The Employer will not make any plant or equipment available for use by the contractor.

C3.4.5 EXISTING SERVICES

C3.4.5.1 Known services

Unknown at this stage. To be checked per Project Site.

C3.4.5.2 Treatment of existing services

The requirements for the treatment of existing services, i.e. their termination, diversion or continued use, either temporarily or permanently, will be set out or communicated to the contractors.

C3.4.5.3 Use of detection equipment for the location of underground services

The Contractor to make use of qualified service providers responsible for the detection equipment for the location of underground services.

C3.4.5.4 Damage to services

The Contractor will assume responsibility for damage to services, known and unknown, and requirements for working in close proximity to services etc.

C3.4.5.5 Reinstatement of services and structures damaged during construction

The Contractor will also assume responsibility for the notification, reinstatement procedures and repair of damage to services, penalties applicable to the damage of services, etc.

C3.4.6 VARIATIONS AND ADDITIONS TO SABS 1200 STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS

Please take note of the Specifications for Expanded Public Works Programmes (EPWP)

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C3.5 MANAGEMENT OF THE WORKS

C3.5.1 GENERIC SPECIFICATIONS

QS to confirm if the SABS 1200 Standardized Specifications are applicable.

C3.6 HEALTH AND SAFETY

The Employer's Occupational Health and Safety Act, Construction Regulations Specification should be included here.

C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

The Health and Safety requirements are referenced under Section C1 Contract Data (C1.4). These are to be submitted as part of the Tender Submission.

The following clause must be added, with amendments to ensure compliance with the OHS Act Construction Regulations.

(a) Construction Regulations, 2014

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014. **(A copy of the Construction Regulations to be downloaded from the CIDB website @ www.cidb.org.za).** Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2014, which are bound in the Contract document/will be issued separately by the Employer.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

A payment item is/Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.6.2 PROTECTION OF THE PUBLIC

The Contractor will be responsible for the erection, maintenance and removal upon completion of hoardings with gantries, fans, safety screens, barriers, access gates, covered gangways, etc. as necessary for the enclosure of the works or portions thereof.

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C3.6.3 BARRICADES AND LIGHTING

The requirements for barriers, hoardings, access gates, fences, access gangways and hand-railing, weather protection, temporary lighting and anything else necessary for the security, protection, and safety of the public, employees of the contractor and others – will be communicated to the Contractor by the Safety Officer of the Employer.

C3.6.4 TRAFFIC CONTROL ON ROADS

Not Applicable to the Project.

C3.6.5 MEASURES AGAINST DISEASE AND EPIDEMICS

The Contractor must comply with the measures to be taken to prevent the spread of diseases and epidemics. This will include all the COVID-19 Pandemic Health Protocols and ensuring that the Project Site observes the Health Protocols, wearing of masks, Social Distancing, Keeping a Register of Visitors and also Temperature Checking Equipment., and any other measures in place.

C3.6.6 AIDS AWARENESS

The Contractor will also be required to implement all the Aids awareness campaigns, counselling, etc.

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PART C4 SITE INFORMATION

The Site Information describes the site as at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming. The Contractor must familiarise himself/herself with the site conditions to be able to advise the Employer of the appropriate construction methodology.

NATURE OF GROUND AND SUBSOIL CONDITIONS

For the purposes of the Contract, it will be deemed that, prior to submitting his/her Bid, the Contractor acquainted himself fully with the information and data provided within the geotechnical report made available for inspection by bidders during the bidding period and, subject to the provisions of the Conditions of Contract, the Contractor shall have no claim against the Employer in respect of geotechnical or subsurface conditions encountered during the course of the Contract. The Contractor to have access to the following information:

- (a) subsoil investigation, borehole records and test results,
- (b) reports obtained by the employer concerning the physical conditions within the site or its surroundings including mapping, hydrographic data, and hydrological information,
- (c) references to publicly available information about the site and its surroundings such as published papers and interpretations of the geotechnical investigation,
- (d) information about piped and other services below the surface of the site for contracts involving ground works, and about hook-up and boundary details for contracts with plant interfaces, in addition to anything about the physical site which impacts upon the contract,
- (e) information about adjacent buildings and structures, and about existing buildings and structures on the site (restrictions for heavy loads etc.), and
- (f) atmospheric and environmental criteria.

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