

INDEPENDENT DEVELOPMENT TRUST

VOLUME 1

**TENDERING PROCEDURES, RETURNABLE DOCUMENTS, AGREEMENT AND
CONTRACT DATA, SCOPE OF WORK AND SITE INFORMATION**

**PROCUREMENT OF GENERAL BUILDING CONTRACTOR FOR COMPLETION
AND RENOVATION OF WORKS AT TLHABOLOGANG PRIMARY SCHOOL**

BID NO: DOE08NWER005GB

CLOSING DATE AND TIME : 02 November 2021@ 12h00

**Independent Development Trust
North West Office**

4059 Joule Street,
Industrial Site,
Mahikeng,
2745

SCM / Technical Enquiries

E-mail: NWTenders@idt.org.za

Bidder:

Bid Amount (VAT incl).

.....

CIDB Registration Number:

CSD Registration Number:

COIDA / FEMA Certificate Number:

Contact Person:

Contact Details:

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T1.1 BID NOTICE AND INVITATION TO BID

INDEPENDENT DEVELOPMENT TRUST

PROCUREMENT OF GENERAL BUILDING CONTRACTOR FOR COMPLETION AND RENOVATION OF WORKS AT TLHABOLOGANG PRIMARY SCHOOL

BID NUMBER: DOE08NWER005GB

T1.1 Bid Notice and Invitation to Bid

The Independent Development Trust, on behalf of North West Department of Education, invites tenders to provide general building construction services for completion and renovation works at **TLHABOLOGANG PRIMARY SCHOOL**

Only tenders, who have a CIDB contractor grading of Grade 4GB (General Building) or higher are eligible to tender.

The evaluation of the tender will be carried out in three (3) phases;

Phase One: Mandatory Requirements

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

- Proof of valid CIDB registration – Grade 4GB or higher
- Valid COIDA or FEMA certificate by the day of tender closure
- Completion of SBD 1, 4, 6.1, 6.2, 8 and 9 **in full**
- Signed and completed Form of Offer in the tender document **in full**
- Copy of the Joint Venture (JV) agreement signed by all parties (where JV is used)
- Acknowledgement of Addenda to Tender Documents
- Attendance to the compulsory site briefing meeting of the relevant personnel

Note: (i) Failure to submit any of the above documents / requirements shall result in disqualification of the bid.
(ii) If any of the Directors are in the Employment of the State shall result in disqualification of the bid.
(iii) If any of its Directors are Listed on the Register of Defaulters shall result in disqualification of the bid.
(iv) In the case of a Bidder, who during the last ten (10) years has been Terminated on Previous Contracts with the IDT shall result in disqualification of the bid.
(v) The tender document must be fully completed in **INK**

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

Returnable documents required at Bid Award

- Proof of Central Supplier Database (CSD) registration – CSD Number
- Tax Compliance Letter with a unique pin

Phase Two: Functionality Criteria

Criteria	Points Allocation
Relevant Previous Experience on completed projects of a similar nature and value in the last ten (10) years	30 points
Signed and stamped client references on the same projects listed above (both Client & Client Representative).	20 points
Qualifications, Skills and Experience of project key personnel	30 points
Contractor OHS Personnel	10 points
Locality	10 points
Total	100 points
NB: Minimum qualifying functionality threshold is 60 points out 100	

Similar Nature of Work and Value: Points will be allocated to similar nature of works, examples are Construction and Renovation of Hospitals, Clinics, Schools, Libraries, Hotels, Malls, Shopping Complex, Courts, Office blocks, Town Houses (No points will be allocated for other nature of works for Civil Engineering projects, Water projects, Transport Projects, Traffic Engineering Projects and all Electrical & Mechanical Engineering projects)

Additional Documents Required

- CIPC Document
- Original certified ID Copies of directors (not older than 6 Months)
- Particulars of Tender's Projects (Appointment letters and completion certificates)
- Schedule of Tenderer's References
- Schedule of Subcontractors
- CV of Key Personnel including the OHS
- Original certified copies of Certificates/qualifications (not older than 6 Months)

Only bidders who are competent and who have achieved the minimum functionality threshold of **60 points or higher** will be evaluated on a 80/20 (Price / B-BBEE) points based on the Preferential Procurement Regulations of 2017, where functionality will be evaluated as follows:

Phase Three: Preferential Point System

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

Bidders bidding as Joint Ventures are required to submit an original consolidated B-BBEE certificate from a SANAS accredited verification agency in order to qualify for points for the B-BBEE status level as one entity.

Sworn Affidavits are for EME's (Turnover of R10 million or less) must be originals. No copies of affidavits will be accepted for claiming B-BBEE points.

B-BBEE points are allocated as follows for the 80/20 and 90/10 points system:

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

A compulsory site briefing / clarification meeting will be held on 14th October 2021 at Tlhabologang PS, Coligny GPS coordinates 26 20' 18" S 26 18' 14" E

Note: Bidders are requested and encouraged to arrive early before the commencement of the briefing session at Tlhabologang PS No late arrivals will be allowed in the briefing meeting. (i.e later than 14

October 2021 at 12h00). An inspection of the site will be conducted after the compulsory briefing meeting.

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

Tender Documents are available to be downloaded from the IDT's website and e-tender as follows: <http://www.idt.org.za/business-opportunities/current-tenders/>, Tenders must only be submitted on the tender documentation that is downloaded from the stipulated websites. The retyping of the tender document is not permitted.

Bidders can request clarification of the bid documents, if necessary, by notifying the employer in writing until the **26 October 2021 at 17H00**. **All Enquiries** may be addressed in writing by email to: NWtenders@idt.org.za during office hours (08h30 – 17h00) weekdays.

No Verbal or telephonic queries will be attended to. Any attempt to verbally contact the IDT's Agent or IDT's employee to influence outcome of this tender will lead to disqualification.

On submission of Tender documents, the bidder must submit a signed original bid document in hard copy.

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

The bid closing date is **02 November 2021 at 12h00** and bids shall be submitted in the tender box at 4059 Joules Street, Industrial Site, Mahikeng, 2745 IDT North West Regional Office

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

The Independent Development Trust reserves the right not to appoint the lowest or any tender.

T1.2 BID DATA

INDEPENDENT DEVELOPMENT TRUST

PROCUREMENT OF GENERAL BUILDING CONTRACTOR FOR COMPLETION AND RENOVATION OF WORKS AT TLHABOLOGANG PRIMARY SCHOOL

T1.2 Bid Data

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

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

The additional conditions of bid are:

Clause number	BID DATA FOR THE PROCUREMENT OF GENERAL BUILDING CONTRACTOR FOR COMPLETION AND RENOVATION OF WORKS AT TLHABOLOGANG PRIMARY SCHOOL– BID NUMBER: DOE08NWER005GB
F.1.1	The employer is the Independent Development Trust on behalf of the Department of Education
F.1.2	The bid documents issued by the employer comprises: THE BID Part T1: Bidding procedures T1.1 Bid notice and invitation to bid T1.2 Bid data T1.3 Specifications for the Employment of SMME Subcontractors Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules THE CONTRACT Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's appointment C1.5 Agreement in terms of Occupational Health and Safety C1.6 Waiver of Lien Part C2: Pricing data C2.1 Pricing instructions C2.2 Bills of quantities Part C3: Scope of work C3 Scope of work Part C4: Site information C4 Site information

F.1.4	The employer's agent is: Tiki Architects Ndegwa Nderitu and Dikeledi Muroa 43 Cnr Dadford and Clarendon Street Goldview, Mafikeng, 2745 P.O. Box 4922, Mmabatho, 2735 Tel: 018 381 7895 E- mail: info@tikiarchitects.com
F.2.1 F.2.1.1 F.2.1.1.1 F.2.1.1.2 F.2.1.1.3 F.2.1.1.4 F.2.1.1.5	Eligibility Only those bidders who satisfy the following eligibility criteria are eligible to submit tenders: CIDB Grading In order to be considered for an appointment in terms of this bid, the bidder must be registered with the CIDB, in a contractor grading designation in accordance with the sum tendered for a Grade 4GB class of construction work. Joint ventures are eligible and preferred with particular reference to local participation and as such submit tenders provided that: 1. every member of the joint venture is registered with the CIDB. 2. the lead partner has a contractor grading designation in the Grade 4GB or above class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to 4GB contractor grading designation determined in accordance with the sum tendered for a (GB) General Building class of construction work Joint ventures Joint ventures are eligible to have their submissions evaluated provided that: I. Signed Joint Venture or consortium Agreement Between Parties (if applicable) II. the joint venture is registered with the CIDB not later than twenty-one (21) working days from the closing date for tenders; SDB Forms: Duly populated and signed Standard Bid Documents: I. Invitation To Bid (SBD 1) II. Tax Clearance Certificate Requirements (SBD 2) III. Signed Declaration of Interest (SBD 4) IV. Preference Points Claim Forms (SBD 6.1) V. Declaration Certificate for Local Production And Content For Designated Sectors (SBD 6.2) VI. Declaration of Bidder's Past Supply Chain Management Practices (SBD 8) VII. Certificate of Independent Bid Determination (SBD 9) Company Documents I. Original Certificate of Authority for Signatory II. Contractor's Certified Copy of Registration of Incorporation or Company Registration Documents. III. Letter of Good standing with Compensation For Occupational And Injuries Dieses Act (COIDA) Registration Certificate IV. Confidentiality Declaration Contractor Key Personnel In order to be considered for an appointment in terms of this tender, the tenderer must have the following key personnel in its permanent employment at the close of tender. Alternatively, a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf

F.2.1.1.6	of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to the "Key Personnel" schedule, Part T2.2: Returnable Schedules. Individuals must be identified for each of the key personnel listed on the "Key Personnel" schedule, Part T2.2: Returnable Schedules. Where the key personnel are no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 5 working days replace the key personnel listed on the "Key Personnel" schedule, Part T2.2: Returnable Schedules with a person with equivalent competencies and subject to approval by the employer. A suitably qualified and experienced construction manager who will be the single point of accountability and responsibility for the management of the construction works, is required. Pricing Documents I. Signed Form of Offer and Acceptance II. Fully Completed (in INK) Priced, tender document (original IDT document)
F.2.6	Acknowledge addenda Acknowledge receipt of addenda to the bid documents, which the employer may issue, and if necessary apply for an extension to the closing time. If the Addenda has financial implications, failure to acknowledge the addenda may eliminate your bid form evaluation. This is due to incomparability of offers with the rest of the bidders.
F.2.7	Clarification Meeting A compulsory clarification meeting with representatives of the Employer will take place on the 14 October 2021 at 12h00. The briefing meeting will take place at Tlhabologang Primary School, Coligny. Bidders shall sign the attendance register in the name of the bidding entity. Addenda if any will be issued to bidders appearing on the attendance register. Note: Bidders are advised to allow enough travelling time to the briefing meeting.
F.2.8	Seek clarification Bidders can request clarification of the bid documents, if necessary, by notifying the employer in writing at least 5 (five) working days before the closing time and date stated in F.2.15, which is until the 26 October 2021 at 17h00. Enquiries must be addressed to: NWtenders@idt.org.za during office hours (08h30 – 17h00) weekdays Any attempt to verbally contact the IDT's Agent or IDT's employee to influence outcome of this tender will lead to disqualification.
F.2.9	Insurances Refer to contract data for insurance requirements. (Refer to Section C1.2)
F.2.6	Alterations to documents Do not make any alterations or additions to the bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the bidder. All signatories to the bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
F.2.11	Alternative Bid Offers No alternative tender offers will be considered.
F.2.13	Submitting a Bid Offer
F.2.13.4	The bidder will sign the original Form of offer.

F.2.13.5	The bidder must submit tender offer in a sealed envelope clearly marked at “4059 Joules Street, Industrial Site, Mahikeng, 2745 at 12h00, North Province”: Bid No. DOE08NWER005GB On submission of Tender documents, the bidder must submit a signed original bid document in hard copy. Two-envelope system – not applicable
F.2.13.6	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:
F.2.13.7	Employer's address: North West Regional Office 4059 Joules Street, Industrial Site, Mahikeng, 2745 Identification details: Tender No: DOE08NWER005GB Description: PROCUREMENT OF GENERAL BUILDING CONTRACTOR FOR COMPLETION AND RENOVATION OF WORKS AT TLHABOLOGANG PRIMARY SCHOOL Tender offers submitted telegraphic, telephonic, telex, facsimile, e-mail and late bids will be rejected by the employer. Tender documents must be submitted in an original format as issued by the employer.
F.2.15	Closing Time of Tender
F.2.15.1	The closing time for submission of tender offers is by no later than 12h00, 02 November 2021. Location of tender box: North West Regional Office 4059 Joules Street, Industrial Site, Mahikeng, 2745 The tender submission should include only one original tender. Initial each page of the tender. Submission including the BOQ. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	Tender Offer Validity
F.2.16.1	The bidder is required to hold the bid offer valid for a period of 90 calendar days (<i>from the bid closing date</i>)
F.2.19	Inspections, Tests and Analysis
	Access shall be provided for inspections, tests and analysis as may be required by the employer.
F.2.23	Certificates
	I. Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB); II. Valid Tax login detailed and pin to be issued by the South African Revenue Services. III. Original Certificate of Authority for Signatory IV. Contractor's Certified Copy of Registration of Incorporation or Company Registration Documents. V. Letter of Good standing with Compensation for Occupational and Injuries Diseases Act (COIDA) Registration Certificate VI. B-BBEE certificate issued by a SANAS accredited agency, or an Original Sworn Affidavit signed by a Commissioner of Oaths (see criteria below) (Note - An incomplete sworn affidavit will not be acceptable and will not be awarded any points). In cases of a Joint Venture, only an original consolidated B-BBEE certificate issued by SANAS accredited verification agency will be accepted Where a bidder bids through joint venture formation, such bidder should include a joint venture agreement duly signed by each partner of such joint venture and an original consolidated B-BBEE certificate.

F.3.5	Two-envelope system – not applicable																				
F.3	Evaluation of Tender Offers The procedure for the evaluation of a responsive tender will be in terms of the Preferential Procurement Regulations 2017 on a 80/20 or preference point system.																				
F.3.11.3	The tender will be evaluated using the Method 2: Functionality, Price and Preference. 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data. 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation. 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed below. The procedure for the evaluation of a responsive tender will be in terms of the Preferential Procurement Regulations 2017 on 80/20 preference point system., with the formula for the calculation of total number of tender evaluation points as detailed below $Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$ Where Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration Pmax = Price of highest acceptable bid The financial offer will be scored using (option 1) in Table F.1 where the value of W₁ is: 1) 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes: Up to 100 minus W₁ tender evaluation points will be awarded to bidders who complete the preferencing schedule and who are found to be eligible for the preference claimed.																				
F.3.11.8	Scoring Preference Score the preference claimed of the remaining responsive bid offers in terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, in accordance with the table below: <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contribution</th><th>Number of points (80/20 system)</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table>	B-BBEE Status Level of Contribution	Number of points (80/20 system)	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0
B-BBEE Status Level of Contribution	Number of points (80/20 system)																				
1	20																				
2	18																				
3	14																				
4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non-compliant contributor	0																				

F.3.11.9

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

Criteria	Points Allocation
Relevant Previous Experience on completed projects of a similar nature and value in the last ten (10) years	30 points
Signed and stamped client references on the same projects listed above (both Client & Client Representative).	20 points
Qualifications, Skills and Experience of project key personnel	30 points
Contractor OHS Personnel	10 points
Locality	10 points
Total	100 points
NB: Minimum qualifying functionality threshold is 60 points out 100	

A. Relevant previous experience on completed construction projects (30 points):

Points allocated for proven track record based on previous projects executed to completion by the bidder in consideration of similar kind and complexity. The similarity refers to the construction, renovation or redecoration of hospitals, clinics, schools, libraries, hotels, malls, shopping complex, courts, office blocks, town houses projects in the past 10 years.

The scoring on this item will be carried out as follows:

- The bidder shall submit signed appointment letter(s) in the relevant official Client letterhead clearly showing the project value / amount
- The bidder shall submit signed proof of project final completion (JBCC or other Final Completion Certificate or letter from the client (client letter head) confirming completion of such a project).

NOTE: Failure to submit any of the above requirements will results in no points being awarded to the bidder.

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

	Similar completed projects (as per CIDB level 4GB & above – Tender Value Limit between R 3 000 001 to R 6 000 000 and Above)	Similar completed projects (as per CIDB level 3GB – Tender Value Limit between R 1 000 001 and R 3 000 000)	Similar completed projects (as per CIDB level 2GB – Tender Value Limit between R 500 001 and R 1 000 000)	Similar completed projects (as per CIDB level 1GB – Tender Value Limit between R 1 and R 500 000)	Non-Submission, Irrelevant Evidence, Incomplete Evidence
Project A	5	4	3	2	0
Project B	5	4	3	2	0
Project C	5	4	3	2	0
Project D	5	4	3	2	0
Project E	5	4	3	2	0
Project F	5	4	3	2	0
Points	30	20	15	10	0

B. Signed and stamped client reference letters of similar completed projects, letters must match the above submitted previous experience (20 points):

Points allocated for client reference based on previous completed projects as above executed by the bidder in consideration:

Points will be allocated based on:

- Receipt of signed and/or stamped client references in the forms supplied in this document
- Completion of Client references forms which are contained in this document

NOTE: Failure to submit any of the above requirements will results in no points being awarded to the bidder.

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

Projects	Overall client assessment				
	Not Acceptable	Poor	Satisfactory	Good	Very Good
Project A	0	1	2	3	4
Project B	0	1	2	3	4
Project C	0	1	2	3	4
Project D	0	1	2	3	4
Project E	0	1	2	3	4
Points	0	5	10	15	20

C. Qualification and Competencies of key personnel (30 points):

Points are allocated for professional qualifications and experience of allocated key personnel for the project under consideration. For each key personnel allocated to the project, the bidders shall submit the following:

Curriculum Vitae

Certified proof of qualifications (not older than 6 months)

Clearly indicated years of experience within the built environment profession

NOTE: Score will be aligned with submitted required documents listed above.

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

Category	Qualification within the Built Environment (9 points)			Years of experience within the Built Environment (21 points)			
	Diploma NQF L-6 or above	Higher Certificate NQF L-5	National Certificate or below	10 or above years	5 - 9 years	1 - 4 years	< 1 year
Director	3	3	2	6	5	4	3
Site Agent / Contract Manager	3	2	1	10	8	6	4
Foreman	3	3	2	5	4	3	2
Points	9	8	5	21	17	13	9

D. Health and Safety Resource (10 points):

Points are allocated for tenderers who have at least one Construction Health and Safety Officer allocated to the project, with the relevant experience and with Professional registration from SACPCMP.

Tenderers are required to provide the following:

- Curriculum Vitae
- Certified proof of qualifications
- Professional registration as Construction Health and Safety officer.

NOTE: Score will be aligned with submitted required documents listed above.

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

Category	Description	Points
Health and Safety Resource	Professional Registration with SACPCMP	10
	Registered with SACPCMP as Candidate	9
	OHS Qualifications with more than 5 years of experience	8
	OHS Qualifications with less than 5 years of experience	6
	No submission	0

	Where the Health and Safety officer allocated to this project is no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 5 working days replace the Construction Health and Safety Officer with a person with equivalent competencies subject to approval by the employer. E. Contractor Locality (10 points): Points are allocated to contractors who provide proof of residence in the Ditsobotla Municipality and North West Region. At least one of the following verifiable documents must be submitted to score points: - Water, Electricity or Levy account in the name of the company/firm. - Lease agreement accompanied by Landlord affidavit. <table border="1"> <thead> <tr> <th>Description</th><th>Points</th></tr> </thead> <tbody> <tr> <td>Contractor Office in Ditsobotla Municipality</td><td>10</td></tr> <tr> <td>Contractor Office within North West Region out of Ditsobotla municipality</td><td>5</td></tr> <tr> <td>Location out of North West Region or No submission</td><td>0</td></tr> </tbody> </table> NOTE: 10 points will be scored if at least one of the required documents listed above is submitted for the North West Region. Failure to submit will result in zero points for these criteria.	Description	Points	Contractor Office in Ditsobotla Municipality	10	Contractor Office within North West Region out of Ditsobotla municipality	5	Location out of North West Region or No submission	0
Description	Points								
Contractor Office in Ditsobotla Municipality	10								
Contractor Office within North West Region out of Ditsobotla municipality	5								
Location out of North West Region or No submission	0								

Notes:

- Bidders are required to score minimum points of 60% for Functionality as stated in the tender data
- Bidders who fail to meet the required minimum number of points for functionality as stated in the tender data shall be disqualified
- Bidders who fail to disclose mandatory required information as per the returnable schedules shall be disqualified

4. Bidders to submit the following for means of verification:

- Project list of similar completed projects
- Performance and quality reports from clients / consultants
- Certified certificates of qualification of key staff and CV's including references
- Traceable References for projects completed
- Traceable references for suppliers

Clause number	BID DATA FOR TLHABOLOGANG PRIMARY SCHOOL AT THE COLIGNY FOR THE DEPARTMENT OF EDUCATION, NORTH WEST PROVINCE – BID NUMBER: DOE08NWER005GB
F.3.13	Acceptance of Bid Offers
F.3.13.1	Bid offers will only be accepted if: a) the bidder has submitted an original valid Tax Clearance Certificate issued by the South African Revenue Services; b) the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation; c) the bidder 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; d) the bidder has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; e) the bidder has completed the Declaration of Interest and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process and persons in the employ of the state are not permitted to submit tenders; f) if there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process g) the bidder has submitted the CIPRO documentation and certified copies of ID's for all directors; h) the bidder completed, signed and witnessed form of offer; i) the bidder is in good standing with Compensation for Occupational Injuries and Disease Act (COIDA); j) the bidder has submitted a fully priced Bill of Quantities; k) The bidder attended a compulsory briefing session and completed attendance register or certificate of attendance is signed by the representative of the Employer. l) The bidder is required to submit with his bid a Certificate of Contractor Registration issued by the Construction Industry Development Board and proof of Registration on the Central Supplier Database (CSD) with a Compliant Tax Status; copy of the tax clearance with Tax Compliance Pin issued by the South African Revenue Services. m) The bidder has a B-BBEE Level of 1-3 n) The bidder and all its directors are South African Citizens (For National Key Point Projects).

F.3.14	Notice to Unsuccessful Bidders Should bidders not hear from the IDT within ninety (90) calendar days of closure, they should consider their submission unsuccessful. Award will be posted on e-tender and CIDB website within 21 days of award. No written notification directed to each bidder will be issued by the Employer to unsuccessful bidders.
F.3.18	Provide Copies of the Contract The number of paper copies of the signed contract to be provided by the employer is one.
	The additional conditions of bid are: 1 The employer is not obliged to accept the lowest or any bid.

ANNEXURE F: STANDARD CONDITIONS OF BID

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

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

F.1.4 Communication and employer's agent

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

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

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

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of bidding

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

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

F.2.8 Seek clarification

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

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative bid offers

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

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

F.2.13 Submitting a bid offer

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

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

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

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

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

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

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

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

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

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

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

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions by the IDT's SCM Unit. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened publicly.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 on the IDT's website.

F.3.5 Two-envelope system (Not Applicable for this bid)

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F3.11.1 General

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

F.3.11.2 Method 1: Financial offer	In the case of a financial offer: a) Rank tender offers from the most favourable to the least favourable comparative offer. b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so. c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.
F.3.11.3 Method 2: Financial offer and preferences	In the case of a financial offer and preferences: a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8. b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula: $T_{EV} = N_{FO} + N_P$ where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8. c) Rank tender offers from the highest number of tender evaluation points to the lowest. d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated

F.3.11.4 Method 3: Financial offer and quality	In the case of a financial offer and quality: - Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any. - Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula: $T_{EV} = N_{FO} + N_Q$ where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9. - Rank tender offers from the highest number of tender evaluation points to the lowest. - Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. - Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated
F.3.11.5 Method 4: Financial offer, quality and preferences	In the case of a financial offer, quality and preferences: - Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any. - Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data: $T_{EV} = N_{FO} + N_P + N_Q$ where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8. N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.. - Rank tender offers from the highest number of tender evaluation points to the lowest. - Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. - Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

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

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

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

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

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- 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,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data, and
- is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

SPECIAL CONDITIONS OF TENDER

F.4 Special Conditions of Tender

F.4.1 General

The Special Conditions of Principal Contract Tender generally contain clauses that are either deemed to be additions, elaborations or variations to the Standard Conditions of Principal Contract Tender. Accordingly, the Special Conditions of Principal Contract Tender be read in conjunction with the Standard Conditions of Principal Contract Tender and it shall be deemed that the amended meanings and intentions of the clauses shall apply, if applicable.

F.4.2 Tender Offers

Tenderers are advised that it is compulsory to submit offers for all Tender Options as set - out below and where indicated by a tick.

Subject To Escalation Price Offer

☒

Tenderers are advised that this offer shall be subject to Contract Price Adjustment Formulae based on the Haylett Formulae.

Fixed Price Offer

☐

Tenderers are advised that all rates, amounts, overhead and profit percentage mark-ups and amounts, profit and attendance amounts, prices, etc. submitted, shall not be subject to any form of Contract Price Adjustment Formulae e.g. Haylett Formulae. In this regard, it is deemed that the Tenderer has allowed for any potential increases (except any variation in the rate of Value Added Tax) in cost of labour, materials, transport, etc. in the Tender amounts, rates, etc. submitted.

This will only be applicable to the measured work priced by the main contractor and will not apply to the provisional sums or budgetary allowances.

Key: √ - Tender Option Applicable
 X - Not Required For This Tender

F.4.3 Market Related Wage Rates

When pricing this document, respondents are to allow for wages, which are not less than the greater of:

The statutory wage rates in any labour category; and,
The SAFCEC recommended minimum rates applicable at any time during the duration of the contract.

In this regard, a Tenderer may be called upon to demonstrate the wage rates utilised in calculating its Tender price.

F.4.4 Letter of Intent

Tenderers are required to furnish with their tender documents, a letter of intent from a Bank or approved Insurance Company, to indicate that in the event of their tender being successful that a surety / guarantee as required will be provided when asked to do so.

F.4.5 Information to be Submitted by Tenderers

All Tenderers are instructed to acknowledge that the information to be submitted must be strictly in accordance with the requirements stipulated in 2.3. Therefore, separate brochures, information other than which is specified in 2.3 must not be incorporated in the submission documents. Failure to comply with this instruction may render the submission liable for disqualification.

If the spaces in the Tender Returnables are insufficient, the relevant particulars should be documented on a separate sheet (s) with proper reference to the specific information requested.

F.4.6 Interviews

All Tenderers are advised that they may be required to attend interviews and / or submit further information; including making their premises, plant, equipment and details of works in progress, available for inspection after the receipt of Tender submissions.

F.4.7 Detailed Construction Programme

The Principal Contract for the project Commencement and Completion dates and any other relevant dates for this contract are stated in the Preliminaries. The Contractor is referred to Clause B 4.2 Programme for the works on Page 22 & 23.

Time and quality are to be considered the essence of this Contract. Accordingly, it shall be deemed that the Project Programme detailing each activity and duration as well as a detailed Method Statement be submitted by the Tenderer as part of the Tender submission, and shall be the basis of monitoring progress on the project.

The programme should be a detailed double-linked critical path programme preferably in CCS format in both hard copy and electronic format and take into consideration the following;

Dividing the programme into convenient construction zones both horizontally and vertically;
Linking all activities as 'open ended' or 'open start' activities are not acceptable;
Detailing all holidays, Christmas/New Year break, etc.;
Showing both the Date of Practical Completion and the Date of Works Completion given that the Employer will take Occupation of the facility once the Works Completion Certificate has been issued. Penalties will apply for Milestone, Practical and Works Completion dates not being achieved as detailed in the Preliminaries.

The programme must be a fully resourced "double linked" critical path programme clearly showing Start, Finish and any Interim completion dates as well as any Milestone dates for critical activities including;

- Dates for Practical Completion Inspections to be carried out;
- Date of Practical Completion
- Period required for attendance on and completion of the Completion List issued at Practical Completion
- Date of Works Completion ;

The successful tenderer's program is subject to review and mutual acceptance.

Any Queries / clarifications relative to the Programme can be directed to the Employer.

F.4.8 Detailed Cash-flow

Tenderers are advised that a fully detailed cash-flow based on the tenderers programme is required to be submitted together with their tender document. In this regard, tenderers are advised that the financial year start and end dates are 01 April to 31 March respectively and therefore tenderers are requested to keep sub-totals for each financial year during the duration of the construction programme.

Tenders are advised that the targeted annual maximum percentages per financial year end for the contract duration are as follows and are not to be exceeded:

FINANCIAL YEAR
01 APRIL 2020 TO 31 MARCH 2021
01 APRIL 2021 TO 31 MARCH 2022
01 APRIL 2022 TO 31 MARCH 2023

F.4.9 Detailed Resourcing Schedule

Tenderers are advised that a detailed resourcing schedule including skilled, unskilled and sub-contractor's staffing histograms is required to be submitted together with their tender document.

F.4.10 Proposed Domestic Sub-Contracts

The Tenderer shall submit in writing, when requested, a list of proposed domestic sub-contractors that is intended to be utilised on the project, should its offer to be accepted.

Proposed domestic sub-contractors shall not take part in the work set aside for 30% Local Participation in line with National Treasury's PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2017

F.4.11 Adjudication and Independent Development Trust's Rights

F.4.11.1 Independent Development Trust reserves the right to visit any Tenderer (without prior notice), to interview any shareholder of the Tenderer and to evaluate such Tenderer in accordance with the criteria as set out in the paragraph 1.11.3 below;

F.4.11.2 All information obtained at such evaluation shall at all times be treated as confidential by Independent Development Trust;

F.4.11.3 Adjudication of a Tender shall be in the discretion of Independent Development Trust and may take into account the following:

- (i) Tender Price;
- (ii) Ability to perform, which may take into account previous experience in the relevant industry;
- (iii) Suitability of employees and suitability of equipment and materials to be used;
- (iv) Black Economic Empowerment;
- (v) Financial viability of the Tenderer;
- (vi) Ownership of the Tenderer;
- (vii) Compliance with all relevant laws; and
- (viii) SCM policy and procedures.

F.4.12 Form of Contract

The JBCC Series 2000 Principal Building Agreement (Edition 5.1 Reprint July 2007) as amended in the IDT's SPECIAL CONDITIONS OF PRINCIPAL CONTRACT, shall be applicable to this contract.

F.4.13 Specialist Selected Sub-contract Procurement Process

Due to the nature of the project, the procurement process of the following envisaged selected sub-contracts will be done upon appointment of the Principal Building Contractor:

- Demolitions
- Ceilings, Partitions and Access Flooring
- Ironmongery
- Plumbing & Drainage
- Paintwork
- Electrical works
- Roadworks

Upon the appointment of a Principal Contractor, the Principal Contractor is to subsequently appoint the **selected** sub-contractors as instructed by the Principal Agent and The Employer.

This is a material condition of appointment and should the Tenderer have any objection to this condition the tenderer is to raise this in their tender submission. The appointment of the selected sub-contractor will be done in consultation with the appointed contractor.

F.4.14 Damage to the Work

Care shall be taken not to cause any damage to any part of the existing or new work or any adjoining property, if applicable. The Contractor will be held responsible for damage caused to the works by his negligence and shall be liable for all costs incurred in making good any such damage to the satisfaction of the Principal Agent.

F.4.15 Communication, Media Releases, Etc.

The Contractor shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this contract unless prior approval in writing is received from the **Principal Agent** as authorised by the **Employer**.

All rights of publication of articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Employer.

The Contractor shall not, without the written consent of the Employer, cause any statement or advertisement to be printed, screened or aired by the media.

F.4.16 Copyright

No part of this document and any document forming part of the contract documents may be copied, photographed or repeated in any manner or by any process without the written consent of the **Principal Agent**. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in documents pertaining to this contract. The person, firm, body, supplier, contractor, sub-contractor and any other contracting party is to be responsible jointly and severally, in their personal and corporate capacities for any contravention of this requirement.

F.4.17 Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of detail, to the requirements of the specifications, rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide other 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 shall be deemed to be included in the amount quoted for the works.

The Contractor's attention is drawn to the normal standards regarding the minimum frequency of testing required for materials. The Contractor shall, at his own discretion increase this frequency where necessary to ensure adequate control.

The Contractor shall remain solely responsible for the work as defined in this contract document, up to the end of the Defects Liability Period.

The Contractor needs to ensure that daily site diaries are kept on site at all times. These may be required for submission to the Employer as and when needed.

The end-user client and the NDPW may from time to time inspect the quality / workmanship on site and make the necessary comments and/or requirements for correction.

F.4.18 Occupational Health and Safety Act

The Contractor shall comply with the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

F.4.19 Co-Operation of Contractor for Cost Control

It is deemed that the Contractor accepts the obligation of assisting the Professional Consultants in implementing proper cost control in ensuring that the final building cost does not exceed the budget.

F.4.20 Application for Payment

The Contractor shall submit the following information on a monthly basis to the Quantity Surveyor in order to assist with the processing of the Payment Certificate and the preparation of the empowerment report:

- A detailed breakdown of the work done. (The work breakdown must be referenced strictly in accordance with the Contract Document or the detailed priced bills of quantities, as applicable.)

- A detailed breakdown of all Variation Order costs claimed (With specific reference to work done by the Nominated/Selected Subcontractor) in the certificate concerned, together with copies of the relevant Contract instructions.
- An empowerment report which shall contain an affidavit certifying that all information contained in the report as being true and correct and must be authenticated by the sub-contractor and a commissioner of oaths
- EPWP Labour Report showing total work opportunities created on site
- Tax Invoice: The contractor shall attach a tax invoice as prescribed in the Value Added Tax legislation to each payment certificate when presenting the certificate to the Employer for payment. Such tax invoices shall correctly reflect the prescribed information and the amounts shall match precisely the amounts included in the Payment Certificate. Should the contractor fail to comply with these requirements, the date of presentation of the certificate shall be deemed to be delayed at the contractor's default until such time as the requirements are met.

Should anyone or any combination of the above requirements not be complied with, the Principal Agent and/or Contractor reserves the right to exclude any amounts that may have been due for certification from the Payment Certificate concerned and/or delay the issue of Payment Certificates and/or, revise the contractual payment date, as applicable, until such time compliance is achieved.

F.4.21 Identification of Personnel

All permanent staff that are utilised on the project by the Contractor, Domestic and Selected Sub-contractors are at all times whilst on site, be clad with clothing that clearly identifies each staff member together with an identification document which includes, but not limited to the following:

A photograph of the staff member concerned;
The identification numbers of the staff member concerned; and,
The name of company concerned

In addition, to that stated above, the Contractor shall adhere to the premise's security rules and regulations.

No staff member will be permitted to execute the Works if this condition is not adhered to.

F.4.22 Intervention at Manufacture and / or Supplier and / or Contract Level

The Employer and its Agents reserve the right to discuss and liaise on any issue pertaining to this Contract with the Contractor's service providers i.e. manufacturers and / or suppliers and / or sub-contractors concerned. This right shall not create privity of contract between the Employer and / or its Agents and the said manufacturer and / or supplier and / or sub-contractors.

F.4.23 Cession of Materials Supplied to the Site

It shall be deemed that the Contractor and its service providers upon delivery of each batch of materials to site, has ceded the said materials to the Employer.

F.4.24 Alterations in the Quantity and Value of Work

The Employer and / or its Agents shall be permitted to either increase or decrease the quantity and value of work contracted for. In this regard, the Contractor including its service providers shall not be entitled to claim for any additional expense incurred, or for any change in the rates for work done and / or any materials and services supplied. It shall be deemed that all costs associated with this item are included in the Tender Price.

F.4.25 Change in the Scope of Work

The Contractor acknowledges that whilst drawings have been prepared for the Works, the scope of work and value of the Contract may be substantially altered and that no claims for loss and expense shall be due by the Employer for implementing any changes that may become necessary. It shall be deemed that the Tender Price includes for all costs that may arise due to compliance with this clause.

F.4.26 Treasures, Relics, Etc.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site must be brought to the attention of the Principal Agent. All work at the specific area of the discovery shall stop for a reasonable time period until such time that the Principal Agent instructs continuation of the Works.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site shall remain the property of the Employer and shall be handed over to the Principal Agent who shall be the sole arbitrator of what is an article of value.

F.4.27 Priced Bills of Quantities

The Tenderer shall submit a fully priced Bills of Quantities as well as a detailed breakdown and build-up of all items measured as lump sum items with the Tender Price. Lump sum items shall be measured in accordance with the Standard System of Measuring Building Work (Sixth Edition, including any subsequent amendments thereto), and shall form part of the Contract and shall be used for the purposes of preparing valuations, Payment Certificates, determining the value of Variation Orders, preparation of Final Accounts, etc.

Neither the Employer, nor its Agents shall be liable for any cost incurred for the award and subsequent withdrawal of the award of the Tender in terms of this clause.

F.4.28 Prices and Net Measurements

Prices throughout these Bills of Quantities shall be deemed to include for all obligations arising out of the Contract and unless otherwise specified, be held to include for making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works and return of packaging.

Prices for all items contained in these Bills of Quantities and any additional authorised variations, shall be deemed to exclude all amounts due in terms of the Value Added Taxation legislation. A provision for the addition of VAT shall be made on the Final Summary page of the Bills of Quantities and Final Statement of Accounts, as applicable.

F.4.29 Value Added Tax (V.A.T)

All prices and or rates tendered shall be deemed to be **exclusive** of Value Added Tax.

Value Added Tax shall be added as a lump sum where provided on the Final Summary page of the Bills of Quantities, and the Tender Price **inclusive** of Value Added Tax will be shown on the Form of Tender.

Value Added Tax shall be calculated at the National going rate at the time of submission of bids.

F.4.30 Site and Information

Tenderers must acquaint themselves with the conditions of the Site and generally obtain their own information on all matters affecting the submission of Tenders for the Works. Tenderers will be held responsible for any misunderstanding or incorrect information obtained, except information which may have been given in writing over the signature of the Principal Agent.

The contractor is expected to establish a construction camp, office and workshop facility, for the fulfilment of the contract. Site establishment facilities to be removed after the completion of the project.

The contractor must strictly use the working area provided by the Employer.

F.4.31 Noise

Tenderers must take note that the site is within the SA Navy Base (Durban). As such high noise level shall be restricted to times that will not disrupt the operations of the Navy.. Tenderers are to ensure that they acquaint themselves with these conditions and adequately price for it accordingly as no additional time will be allowed for any delays that may be attributed to such.

The Contractor will be restricted from working evening shifts but may be allowed to work weekend shifts with prior 1 week's notice. Such shall be included in the contractor's pricing as no additional allowance for weekend shifts will be allowed for by the Employer, post tender award.

F.4.32 Water and Electricity

The contractor is expected to make means for the provision of water and electricity for construction purposes. The use of such services from the site shall be at the discretion and on agreement with the end user department (i.e Department of Defence)

F.4.33 Preliminaries Costs

The Tenderer must allow in his pricing, or where provided for in the Tender Document, for all preliminaries costs deemed necessary for the proper execution and completion of the Works, as no late claims whatsoever for additional costs in this respect will be considered.

F.4.34 Protection of Existing Work

The Tenderer shall allow for the protection of all existing work that is liable to be damaged during the execution of this Contract and work that is liable to be damaged once the Contractor completes its Section of the Works.

F.4.35 Mock-Up / Samples, etc.

Samples, mock-ups, etc. will be called for by the Principal Agent for approval and shall be provided at no extra cost as rates will be deemed to include for this.

F.4.36 Substitution of Materials

No substitution of the articles or materials specified in this Tender Document will be permitted unless the authority of the Principal Agent has been obtained, in writing, before Tender closing. The Tenderer will otherwise be required to provide / or use the specified articles or materials. Approval of any request for the substitution of any article or materials will only be considered when the Principal Agent is satisfied that if the substitution is approved, there is sufficient time remaining before Tender closing to advise all other Tenderers accordingly.

F.4.37 Restriction on Site Access

Tenderers are to price any items related to this under Clause 3.1 in the Preliminaries bill. The Principal Agent and /or the Compulsory Tender Briefing will provide further details of the restrictions, if any that will affect the Contractor.

F.4.38 Security

The Tenderers are to note that upon award of the contract, they are to furnish the Employer (within 21 days of award), the following:

Construction Guarantee equal in value to **10%** of the Contract Sum valid for the duration of the contract.

F.4.39 Safety Requirements

The Contractor is referred to the safety requirements associated with the project. It is of utmost importance that the successful contracting entity abides by the.

The Contractor will comply with all Health and Safety Regulations and the Health and Safety Plan.

Management of safety on site shall remain the sole responsibility of the Contractor.

Disposal of all rubble material and asbestos roof sheetings / materials, to suitable legal dump sites, shall be carried out on a weekly basis. All costs for this exercise shall be included in the bid price (for the duration of the project plus a further 6 months in the event of project overrunning its duration)

The safety on site, agreement and general information forms included in the Tender Returnables must be agreed and fully completed and submitted with the Tender Submission.

F.4.40 Budgetary Allowances / Provisional Sums

Where applicable, these amounts have been included in the Tender Price where the work has not been defined at the date of Tender. It is intended that once the scope is defined, Tenders will be invited with a view to these Works being awarded as Nominated / Selected Subcontract works.

- The Specialist Consultant responsible for the specific work package will prepare documentation which is to include drawings, specification and schedule of quantities that define the scope of works all in accordance with the Nominated / Selected Subcontract Agreement.
- The Quantity Surveyor will prepare the necessary Tender documents.
- The Principal Agent will arrange for inviting / advertising of tenders subject to the payment of a non-refundable document fee, if applicable.
- The Employer will arrange to issue the tender documents from their offices and take receipt of amounts paid.
- The Tenders for the Works will be submitted to the Employer's office in terms of the tender closing times stipulated. Tenders will be opened and tender amounts read out at the time.
- The Quantity Surveyor will make copies of the returned Tender documents for distribution to the Principal Agent.
- The Quantity Surveyor will prepare an initial financial evaluation report of the Tenders, Principal Agent and Engineer will evaluate the Tenderer's technical compliance and capability and circulate to the Employer.
- The Principal Agent will prepare a draft report, discuss with the Contractor to get their approval and finally circulate the draft to the other Consultants for final comment. Thereafter the Tender Report with Recommendations will be finalised by the Principal Agent and circulated to the Employer for approval. On approval, the recommendation together with any instructions of award will be issued to the Contractor who will be responsible for appointing the relevant party as a Sub-contractor.

F.4.41 Community Liaison Officer (CLO)

The Tenderer shall allow for a CLO who is to be appointed and remunerated by the Contractor following identification and selection by the Ward Councillor.

Purpose of the Job: The primary role of the CLO shall be liaison and facilitation of communication between the Contractor, the Local community and the Ward Councillor.

Job title: Community Liaison Officer (CLO)

Reporting to: The Contracts Manager or other delegated representative of the Contractor. The CLO must report to **the Contractor** and remain on site on a daily.

Experience: Relevant experience and knowledge of building construction, community facilitation and relevant labour legislation.

Remuneration: Rate payable for the CLO will be% of the Civil Engineering Industry minimum wage for unskilled labour.

Minimum Skills:

1. Ability to work with others;
2. Ability to communicate in local language of the project location and English;
3. Ability to communicate in writing;
4. Sound Interpretation skill.

The Ward Councillor in whose wards work is to be done will collectively identify 3 (three) CLO candidates for the project and make such persons known to the Contractor within five days of being requested to do so. The Contractor will be required to enter a written contract with the CLO that specifies:

- (a) The hours of work and the wage rate of the CLO which could include:
- (b) The duration of the appointment
- (c) The duties to be undertaken by the CLO which could include:

- Assisting in all respects relating to the recruitment of local labour and advising them of their rights
- Acting as a source of information for the community and councilors on issues related to the contract
- Keeping the contractor advised on community issues and issues pertaining to local security
- Assisting in setting up any meeting or negotiations with affected parties
- Keeping a written record of any labour or community issues that may arise
- The CLO needs to be seen to be neutral by all parties and therefore should endeavour not to take sides should conflict arise.
- Should the CLO function not involve a full days work, the CLO will be expected to undertake other work allocated by the Contractor for the balance of each day

Procedures for local labour recruitment:

- The Contractor submits a list of his/her requirements to the CLO, stating the numbers required in each labour category (general worker, bricklayer, etc.) and a programme that shows when these resources will be required.
- During the construction period, the CLO uses the list to identify candidates for employment, who are interviewed and if successful employed by the contractor.
- The Contractor keeps the CLO informed by providing him/her with employee's details at the start of their employment (name, residential address, ID number, wage, employment, start and finish date, task, etc.) and notify the CLO when their employment ends.

F.4.42 Historical Disadvantaged Individuals or groups Participation Targets

F.4.42.1 Local participation / sub-contracting shall be 30% of the contract value in line with the PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2017

F.4.42.2 Penalties:

In the event that the contractor fails to substantiate that any failure to achieve the above condition was due to quantitative under runs, the elimination of items contracted to HDI's, or any other reason beyond the contractors control which may be acceptable to the Employer, the Contractor shall pay to the Employer penalties for an amount equal to one and half times the difference between the minimum and achieved Contract Participation Goal, expressed as a percentage and multiplied by the Award Value.

The Employer will not be liable for any increase in labour costs arising out of the use of selected local domestic sub-contractors and local labour. No Extension of time claims with cost will be entertained due to default by any of the selected domestic sub-contractor or the use of local labour

F.4.43 Skills Development and Training

The contractor will be expected to make use of the end user client's artisan in the project, manage as well as ensure their development accordingly. 22 Artisan shall be expected to be utilized in the project through its lifecycle. They include the following disciplines, Electrical, plumbing, roof, tiling, painting and carpentry

SPECIFICATION FOR THE EMPLOYMENT OF SMME SUBCONTRACTORS

D1. SCOPE

This specification governs the employment of all SMME subcontractors. 30% subcontracting shall be applicable and shall be in line with the PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2017

D2. DEFINITIONS

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

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

D3. USING SMMEs

D3.1 Contract Process

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

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

D5.2 Compilation and issue of enquiry documents

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

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

D5.3 Assistance to the SMMEs

(a) The Contractor shall be responsible for ensuring that prospective SMME Tenderers fully comprehend the:

- implications of the liabilities and responsibilities inherent in the particular basic level of subcontract applicable;
- implications of the tendered rates;
- scope and extent of the portion of the works included in the subcontract;
- proper procedures for the submission of the tenders;
- procedures and basis on which tenders will be adjudicated and the subcontract awarded.

(b) The Contractor shall, in addition to the requirements of subclause 20-23 of the JBCC Conditions of Contract for Construction, **guide, assist and mentor** all eligible potential SMMEs wishing to submit tenders, in the proper completion and submission of their particular tenders, provided always that such assistance, guidance and mentoring by the Contractor shall:

- (i) be given at a level and to the extent which is commensurate with the particular basic level of subcontract applicable, due cognisance being taken of the capability which could reasonably be expected of potential SMMEs eligible to submit tenders for the particular level of subcontract applicable;
- (ii) be given in a manner which is neither prescriptive, dictatorial, nor coercive towards the party wishing to submit the tender;
- (iii) be given in a manner which does not unfairly prejudice or favour any particular eligible party wishing to submit a tender,

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

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

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

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

D5.4 Adjudication

- (a) The Contractor shall receive all tenders at a location identified by him with all sealed tender submissions to be placed in a proper tender box for this purpose.
- (b) All tenders received shall be evaluated by the Contractor and MT for final approval.
- (c) The SMME Unit shall have the right to interview any tenderer for the purpose of:
 - clarifying any aspect of the tender;
 - verifying the eligibility of the tenderer;
 - querying abnormally high or low rates and prices, and
 - clarifying rates and prices which are not in balance with other tendered rates and prices.
- (d) The Contractor shall provide all reasonable opportunity to such tenderers who have been interviewed, to correct obvious and patent errors, provided always that this can be achieved without altering the total tendered sum.
- (e) After the Award the Employer reserves the right to review the transparency of the Contractor's SMME subcontracting and award process.

D5.5 Award of Tenders

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

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

D6. TERMS AND CONDITIONS OF SUBCONTRACT AGREEMENTS

D6.1 Contractual Obligations

In accordance with the provisions of Sub-Clause 20-23 of the JBCC Conditions of Contract for Construction and subject always to the further provisions of this specification, the terms and conditions of each subcontract agreement shall be as mutually agreed in writing between the Contractor and the SMME.

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

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

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

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

D6.2 Compilation

The Contractor shall be responsible for the compilation of each subcontract agreement and ensuring that the terms and conditions are consistent with all requirements thereof, as are

specified in or reasonably to be inferred from the provisions of this Contract. All costs associated with the tender process including the conclusion of the agreement are for the Contractor's account.

In addition to the provisions of subclause 20-23 of the JBCC Conditions of Contract for Construction, the final terms and conditions of each subcontract agreement shall be subject to the approval of the SMME Unit, which approval shall be obtained by the Contractor prior to entering into the subcontract.

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

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

D7. CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTED SMMEs

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

D7.1 Dispute Avoidance and Resolution Procedures

The Contractor shall at all times:

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

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

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

D7.2 Quality of Work and Performance of the Subcontractor

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

- (a) Acceptable standard of works as set out in the specifications in the subcontract tender document

- (b) Progress in accordance with the time constraints in the Subcontractor's tender document
- (c) Punctual and full payment of the workforce and suppliers
- (d) Site safety
- (e) Environmental impacts.

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

D7.3 PAYMENT TO SMMEs

1. SMME subcontractors are to be invited to submit their payment applications monthly and are to be paid by the Contractor within 14 (fourteen) days of invoice.
2. Payment to SMMEs may not be delayed pending payment of the Contractor by the Employer.
3. Payment to SMMEs may not be subjected to set off costs unless provided for in law, and not exceeding 5% of the payment, unless approved by the Employer.
4. Payment to SMMEs may not be discounted for early payment.
5. The Contractor must acknowledge and honour cessions in favour of recognised financiers or suppliers of the SMME.

D8. CONTRACTOR'S DUTIES UPON COMPLETION OF EACH SUBCONTRACT

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

(a) Contract data:

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

(b) Subcontract data:

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

(c) Certifying the SMMEs completion of the subcontract.

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

D9. CONTRACTOR'S LIABILITY

- D9.1** No provision or requirement set out in this specification shall be deemed to relieve the Contractor of any liability or obligation under the contract, and in accordance with the provisions of Clauses of the JBCC Conditions of Contract for Construction, the Contractor shall be fully liable for the acts, defaults and neglects of any SMMEs, his agents or employees, as fully as if they were the acts, defaults and neglects of the Contractor, his agents or employees.
- D9.2** Any failure or neglect by the Contractor to comply with the provision of the specifications, or any omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in the specifications, shall be deemed to constitute a warrant for the Principal Agent to act in terms of Clause 5 of the JBCC Conditions of Contract for Construction.
- D9.3** The Contractor shall be required to appoint an SMME Construction manager, who will be responsible to assist SMMEs as and when required. The SMME Construction Manager's duties are specified in Project Specifications - PSA 5.9

D10. PERFORMANCE GUARANTEE

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

D11. RETENTION

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

D12. MEASUREMENT AND PAYMENT

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

D13. SUBCONTRACTING BY SUBCONTRACTORS

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

SPECIFICATION FOR THE EMPLOYMENT OF SUBCONTRACTORS

E1. SCOPE

This specification governs the employment of all subcontractors that are not SMMEs, and where not specified elsewhere in the tender documents. 30% subcontracting shall be applicable and shall be in line with the PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2017

E2. TERMS AND CONDITIONS OF SUBCONTRACT AGREEMENTS

In accordance with the provisions of Sub-Clause 20-23 of the JBCC Conditions of Contract for Construction and subject always to the further provisions of this specification, the terms and conditions of each subcontract agreement shall be as mutually agreed in writing between the Contractor and the subcontractor.

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

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

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

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

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

In addition to the provisions of subclause 20-23 of the JBCC Conditions of Contract for Construction, the final terms and conditions of each subcontract agreement shall be subject to the approval of the Employer, which approval shall be obtained by the Contractor prior to entering into the subcontract.

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

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

E3. CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTORS

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

E4. PAYMENT TO SUBCONTRACTORS

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

E5. CONTRACTOR'S LIABILITY

No provision or requirement set out in this specification shall be deemed to relieve the Contractor of any liability or obligation under the contract, and in accordance with the provisions of Clause 20-23 of the JBCC Conditions of Contract for Construction, the Contractor shall be fully liable for the acts, defaults and neglects of any subcontractor, his agents or employees, as fully as if they were the acts, defaults and neglects of the Contractor, his agents or employees.

Any failure or neglect by the Contractor to comply with the provision of the specifications, or any omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in the specifications, shall be deemed to constitute a warrant for the Principal Agent to act in terms of Clause 36-37 of the JBCC Conditions of Contract for Construction.

E6. PERFORMANCE GUARANTEE

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

E7. RETENTION

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

E8. SUBCONTRACTING BY SUBCONTRACTORS

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

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

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

#	LIST OF RETURNABLE DOCUMENTS	TICK IF ATTACHED
T2.1.	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2011	
T2.1.	B-BBEE Certificate (Original or Originally Certified Copy)	
T2.1.	Joint Venture Agreement Between Parties	
T2.1.	CIDB Registration Number	
T2.1.	Copy of a Letter of Goodstanding with Compansation For Occupational And Injuries Dieses Act (COIDA) Registration Number	
T2.1.	Declaration of Interest	
T2.1.	Certificate of Independent Bid Determination	
T2.1.	Declaration of Bidder's Past Supply Chain Management Practices	
T2.1.	Attendance At Compulsory Briefing	
T2.1.	Certificate of Authority For Signatory	
T2.1.	Record of Addenda to The Tender Documents	
T2.1.	Project Experience	
T2.1.	Letters of Appointment, and Relevant Completion Certificates (Practical Completion, Work Completion & Final Completion)	
T2.1.	Client References	
T2.1.	Key Personnel	
T2.1.	Fully Priced Bill of Quantities	

T2.2 RETURNABLE SCHEDULES (ALL COMPULSORY)

T2.2 RETURNABLE SCHEDULES

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

#	QUALITY EVALUATION SCHEDULES
T2.1.	Project Experience
T2.1.	Client References
T2.1.	Letters of Appointment, and Relevant Completion Certificates (Practical Completion, Work Completion & Final Completion)
T2.1.	Key Personnel

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

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

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DOE08NWER005GB	CLOSING DATE:	02 November 2021	CLOSING TIME:	12h00
DESCRIPTION	PROCUREMENT OF GENERAL BUILDING CONTRACTOR FOR COMPLETION AND RENOVATION OF WORKS AT TLHABOLOGANG PRIMARY SCHOOL				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
IDT North West Regional Office: 4059 Joules Street, Industrial Site, Mahikeng, 2745					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐

YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐

YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐

YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐

YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations,

advertised competitive bidding processes or proposals;

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

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

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation

- ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

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

WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDERS(S) DATE: ADDRESS
--	---

2.1.2 B-BBEE CERTIFICATE

Attached hereto is my / our original (original certified copy) B-BBEE Certificate issued by a verification agency accredited by SANAS. My failure to submit the certificate with my / our tender document will lead to the conclusion that I am / we do not wish to claim preference points in terms of my / our B-BBEE status.

OR

Attached hereto is my / our original CONSOLIDATED (original certified copy) B-BBEE Certificate issued as Joint Ventures from a SANAS. My failure to submit the certificate with my / our tender document will lead to the conclusion that I am / we do not wish to claim preference points in terms of my / our B-BBEE status.

Sworn Affidavits are for EME's (Turnover of R10 million or less) must be originals.

T2.1. TAX CLEARANCE CERTIFICATE

Tax Clearance Certificate or Unique Pin obtained from SARS to be inserted here]

T2.1. JOINT VENTURE AGREEMENT BETWEEN PARTIES

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

**T2.1. CONTRACTOR'S COPY OF REGISTRATION OF INCORPORATION OR COMPANY
REGISTRATION DOCUMENTS**

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

T2.1. CIDB REGISTRATION CERTIFICATE

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

NOTE: The CIDB can be contacted or visited on www.cidb.org.za for more information and registration. Obtain a “Code of Conduct for all parties engaged in construction procurement” for you information.

**T2.1. COPY OF A LETTER OF GOODSTANDING WITH COMPANSATION FOR
OCCUPATIONAL AND INJURIES DIESES ACT (COIDA / FEMA) REGISTRATION
CERTIFICATE**

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

T2.1. COMPULSORY ENTERPRISE QUESTIONNAIRE

Note: Compulsory Enterprise Questionnaire must be completed by each member of a JV or consortium

Section 3: CIDB registration number, if any:			
Section 4: Particulars of sole proprietors and partners in partnerships			
Name*	Identity number*	Personal income tax number*	
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners			
Section 5: Particulars of companies and close corporations			
Company registration number			
Close corporation number			
Tax reference number			
Section 6: Record in the service of the state			
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:			
☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity		☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature	
If any of the above boxes are marked, disclose the following:			
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months
*insert separate page if necessary			
Section 7: Record of spouses, children and parents in the service of the state			
Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:			
☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or		☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance	

the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity	Management Act, 1999 (Act 1 of 1999) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature
--	---

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

*insert separate page if necessary

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

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

Signed _____ Name _____ Enterprise name _____	Date _____ Position _____
---	---

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person
connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

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

4 DECLARATION

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

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

.....
Signature Date

T2.1. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

- 1.6 A bid may be disqualified if –
 - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?
(**Tick applicable box**)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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

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

Currency	Rates of exchange
US Dollar	

Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(**Tick applicable box**)

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
(b) Practice number:
(c) Telephone and cell number:
(d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

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

IN RESPECT OF BID NO.

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

.....
NB

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

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

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the
following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.

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

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

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

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

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

T2.1. CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD9)

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD9)

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.1. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SDB8)

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.1. CERTIFICATE OF ATTENDANCE AT COMPULSORY BRIEFING

This is to certify that (*tenderer*)
of (*address*)
..... was represented by the person(s)
named below at the compulsory meeting held for all tenderers at (*location*)
..... on (*date*)..... starting at (*time*)

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name: Signature:
Capacity: Identity number:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:
Capacity: Date and Time:

T2.1. CERTIFICATE OF AUTHORITY FOR SIGNATORY

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, **and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents to the page provided at the end of this form.**

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I,, Id number chairperson of the Board of Directors of hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Msacting in the capacity of, was authorised to sign all documents in connection with the tender for Contract No and any contract resulting from it, on behalf of the company.

Chairman:

As Witnesses: 1.

2. **Date:**

(II) 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 documents in connection with the tender for Contract No and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
ID No.....			
ID No.....			
ID No.....			
ID No.....			

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

(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,

..... hereby authorize Mr/Ms

.....

acting in the capacity of, to sign all

documents in connection with the tender for Contract No and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms

....., authorized signatory of the company,.....

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for

Contract No and any contract resulting from it, on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

1.

2.

Date:

T2.1. RECORD OF ADDENDA TO THE TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed Date

Name

ID number Position

Tenderer

T2.1. TENDERER'S FINANCIAL STANDING

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

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

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

Name of account holder:

Name of Bank : _____ Branch :

Account number : _____ Type of account :

Telephone number : _____ Facsimile number :

Name of contact person (at bank :

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

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

SIGNATURE: _____ IDENTITY NUMBER:

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

T2.1. AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

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

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.
(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.
(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

SIGNATURE: IDENTITY NUMBER:

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

DATE:.....

T2.1. SOCIO ECONOMIC UPLIFTMENT STRATEGY

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

Notes:

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

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

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

T2.1. PROPOSED SUB-CONTRACTORS (Excludes work identified as 30% Local sub-contracting work)

I/We hereby notify you that it is my/our intention to employ the following domestic sub-contractors for work on this contract, to be appointed and finalised after the award of the contract, apart from client's identified SMME packages (i.e 30% Local Empowerment Programme),.

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. I/We confirm that all subcontractors who are contracted to construct a house or building, are registered as home builders with the National Home Builders Registration Council.

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

SIGNATURE: IDENTITY NUMBER:

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

DATE:.....

T2.1. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

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

SIGNATURE: _____ IDENTITY NUMBER:

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

T2.1. EVALUATION SCHEDULE: SAFETY HEALTH ENVIRONMENTAL AND QUALITY MANAGEMENT SYSTEM (SHEQ) PLAN

Attached hereto are my / our SHEQ Plan, all in compliance with the Health and Safety Specification – Annexure A or Letter of Undertaking from a Qualified OHS Consultant.(do we need a CV or professional registration attached?)

(PLEASE ATTACHED HERE)

T2.1. EVALUATION SCHEDULE: PROJECT EXPERIENCE

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

PROJECT NAME and CLIENT	BRIEF PROJECT DESCRIPTION	PROJECT VALUE (Incl VAT)	START DATE	COMPLETION DATE
A.				
B.				
C.				

T2.1. EVALUATION SCHEDULE: LETTERS OF APPOINTMENT, AND RELEVANT COMPLETION CERTIFICATES (PRACTICAL COMPLETION, WORK FINAL COMPLETION)

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

T2.1. EVALUATION SCHEDULE: CLIENT REFERENCES

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

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

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

PROJECT NAME A:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Not Acceptable	Poor	Satisfactory	Good	Very Good
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management - Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

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

.....

Principal Agent Firm:

Telephone:

PA / Client Signature:

Date:

Stamp

T2.1. EVALUATION SCHEDULE: CLIENT REFERENCES

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

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

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

PROJECT NAME B:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Not Acceptable	Poor	Satisfactory	Good	Very Good
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management - Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

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

.....

Principal Agent Firm:

Telephone:

PA / Client Signature:

Date:

Stamp

T2.1. EVALUATION SCHEDULE: CLIENT REFERENCES

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

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

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

PROJECT NAME C:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Not Acceptable	Poor	Satisfactory	Good	Very Good
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management - Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

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

.....

Principal Agent Firm:

Telephone:

PA / Client Signature:

Date:

Stamp

T2.1. EVALUATION SCHEDULE: CLIENT REFERENCES

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

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

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

PROJECT NAME D:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Not Acceptable	Poor	Satisfactory	Good	Very Good
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management - Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

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

.....

Principal Agent Firm:

Telephone:

PA / Client Signature:

Date:

Stamp

T2.1. EVALUATION SCHEDULE: CLIENT REFERENCES

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

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

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

PROJECT NAME E:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Not Acceptable	Poor	Satisfactory	Good	Very Good
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management - Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

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

.....

Principal Agent Firm:

Telephone:

PA / Client Signature:

Date:

Stamp

T2.1. EVALUATION SCHEDULE: KEY PERSONNEL

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

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

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

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

SIGNATURE: IDENTITY NUMBER:

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

DATE:.....

EVALUATION SCHEDULE: CV FOR SITE AGENT – CONTRACT MANAGER

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

Certification:

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

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

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER (why different from the above)

EVALUATION SCHEDULE: CV FOR FOREMAN

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

Certification:

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

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

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

T2.1. EVALUATION SCHEDULE: PROGRAMME SCHEDULE

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

PROGRAMME (EXAMPLE ONLY)

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

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

SIGNATURE: IDENTITY NUMBER:

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

DATE:.....

T2.1. EVALUATION SCHEDULE: SCHEDULE OF PLANT AND EQUIPMENT

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

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

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

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required

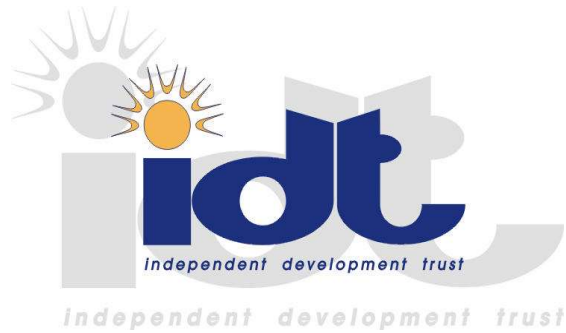
The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

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

SIGNATURE: IDENTITY NUMBER:

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

DATE:.....



PART C1 : AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

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

C.1.4 Adjudicators Agreement

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1 Form of Offer and Acceptance

A. Offer *[Failure of a Tenderer to sign this form will invalidate the tender]*

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement:

BID DATA FOR PROCUREMENT OF GENERAL BUILDING CONTRACTOR FOR COMPLETION AND RENOVATION OF WORKS AT TLHABOLOGANG PRIMARY SCHOOL – BID NUMBER: DOE08NWER005GB

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

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices inclusive of Value Added Tax is:.....

Amount in Words:

.....
.....

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

..... SIGNATURE(S) OF AUTHORISED BIDDERS(S)	
NAME:	
CAPACITY:	
DATE:	
ADDRESS	
CONTACT::	

WITNESSES	
3.	
4.	

B. ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

- Part C1 Agreements and Contract Data (which includes this Agreement)
- Part C2 Pricing Data, including the Schedule of Quantities
- Part C3 Scope of Work

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

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

The Tenderer shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2004 within the period stated in the Contract Data, and he shall, immediately 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. 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 Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature	Date
Name	
Capacity	
for the Employer	
Independent Development trust	
.....	
.....	
.....	
.....	
Name and Signature	
Of witness	Date

C. SCHEDULE OF DEVIATIONS

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

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

1 Subject

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Details

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2 Subject

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Details

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3 Subject

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Details

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4 Subject	
Details	
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5 Subject	
Details	
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C1.2 CONTRACT DATA

INDEPENDENT DEVELOPMENT TRUST

PROCUREMENT OF GENERAL BUILDING CONTRACTOR FOR COMPLETION AND RENOVATION OF WORKS AT TLHABOLOGANG PRIMARY SCHOOL

C1.2 Contract Data for BID NO: DOE08NWER005GB

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

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

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. Should there be any contradictions between the **Contract Data** and the JBCC Principal Building Agreement, the Contract Data shall take precedence. The Contract data to be used is the **Organs of State Contract Data**.

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

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

Clause	Amendments
1.0	DEFINITIONS AND INTERPRETATION Clause 1.1 is deemed to be amended by the addition and amendments of the following: Change the Definition of "AGREEMENT" to read as follows: This JBCC Principal Building Agreement, the contractor's tender document accepted by the employer, the form of offer signed by the contractor, special conditions of contract, contract data and other contract documents. The completed JBCC® Principal Building Agreement and JBCC® contract data, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representatives of the parties Change the Definition of "BILLS OF QUANTITIES" to read as follows: The document drawn up in accordance with the pricing instructions contained in the pricing data. Change the Definition of "CONSTRUCTION PERIOD" to read as follows: The period commencing on the intended date [CD] of possession of the site by the contractor and ending on the date of practical completion Change the Definition of "CONTRACT DOCUMENTS" to read as follows: The agreement and all documents referenced therein. The contract documents shall be taken to be mutually explanatory of one another but in the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the Contract Data shall prevail over all other contract documents The above has been removed from 6.2, due to the agreement definition which now includes contract document Change the definition of "PAYMENT CERTIFICATE" to read as follows: A certificate prepared at regular agreed intervals by the principal agent to the contractor certifying the value of work done and verified by the employer for payment, delivered to the employer and properly recorded on

Clause	Amendments
	delivery, and the certificate will only become due and payable once the employer has verified and signed the certificate. Note: The employer reserves the right to withhold or reject the certificate within ten (10) working days should there be a reason to do so, and the contractor may resort to the dispute resolution process should the rejection fails to be resolved. Change the Definition of "PRACTICAL COMPLETION" to read as follows: The stage of completion where the works or a section thereof, in the opinion of the principal agent, has been reached in accordance with C28 & C29 this is a different clause of the specific preliminaries and where the work on the practical completion list (and tenant's list if applicable) has been completed and free of latent defects other than minor defects identified in the list for completion and can be used for the intended purpose and certified as complete by the principal agent. Change the Definition of "CONTRACT DRAWINGS" to read as follows: The drawings listed in the Scope of Works.
	Change the Definition of "CONTRACT SUM" to read as follows: The total of prices in the Form of Offer and Acceptance. Change the Definition of "INTEREST" to read as follows: The interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999). A monetary guarantee [CD] provided by the employer to the contractor, or vice versa, in terms of this agreement from which either party may recover expense and loss in the event of default Add the following to the list of definitions: SCHEDULE means the variables listed in the Contract Data. DATE OF SITE HANDOVER means the date the contractor is given possession of the site, which shall always be after the signing of the agreement and approval of the construction permits from the relevant authorities including Departments of Labour and Environmental Affairs and local municipality (where applicable). EXCEPTIONALLY INCLEMENT WEATHER means weather which is not only extreme or severe but exceeding that which, on the evidence of the past ten years, could reasonably been expected. TENANT LIST means a list compiled by the tenant or in his absence the principal agent defining the incomplete or defective work to be rectified to achieve practical completion. Such list shall be scrutinised and endorsed by the principal agent and shall not be unreasonable in the context of his contract. CORRUPT PRACTICE means the offering, giving, receiving and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution FRAUDULENT PRACTICE means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.
3.0	OFFER AND ACCEPTANCE Clause 3.3 deleted and replaced with the following:- 3.3 This agreement shall come into force on the date of signature of the contract by the employer and after all statutory requirements have been met, and continue to be of force and effect until the end of the latent defects liability period notwithstanding termination or the certification and final payment [22.0;29.0;25.0]
4.0	CESSION AND ASSIGNMENT Clause 4.2 deleted and replaced with the following: -

Clause	Amendments
	4.2. The Contractor shall not consent to a nominated Subcontractor assigning or ceding rights or obligations in terms of this agreement without obtaining the prior written consent of the Principal Agent with written approval from the Employer Clause 4.3 deleted and replaced with the following: - 4.3. Where the Contractor intend to cedes any right to monies due or to become due under this agreement as security in favour of a financial institution, a written consent in accordance with clause 4.1, shall be obtained from the Employer prior to entering into such cession. Clause 4.0 is amended by adding the following new clauses: 4.4 Any cession entered into without the necessary written consent from either party, shall be null and void. 4.5 The Employer shall not consent to a cession of monies due or to become due under this agreement as security in favour of a financial institution, unless such financial institution submitted to the IDT a Valid Tax Clearance Certificate, is registered as a credit provider in terms of the National Credit Act and as a vendor in the IDT's Vendor Management System and in line with the IDT's SCM processes. 4.6 The contractor shall adhere to the list of subcontractors indicated in the returnable schedules. Any changes to the subcontractors and their subcontract work shall be approved by the client in writing. The contractor shall not subcontract more than 25% of the works to subcontractors whose BEE status is less than his at the time of appointment. Failure to comply with this shall constitute a breach of contract.
5.0	CONTRACT DOCUMENTS Clause 5.1 deleted and replaced with the following: - 5.1. The parties shall sign the original contract document and shall each be issued with the copy thereof. The original signed contract document shall be held by the Employer. Clause 5.6 deleted and replaced with the following:- 5.6. The contract documents shall be deemed to be mutually explanatory of one another. In the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the Contract Data shall prevail over all other contract documents.
6.0	EMPLOYER'S AGENTS Clause 6.1 deleted and replaced with the following:- 6.1. The Employer warrants that the Principal Agent has authority and obligation to act and bind the Employer in terms of this agreement, subject to certain restrictions contained herein this document. Clause 6.4 deleted and replaced with the following:- 6.4. Where any agent fails to act in terms of delegated authority, the Contractor shall give notice to the Principal Agent and the Employer to respond to such default within five (5) working days or any agreed period. Where such default has not been responded to within the specified or the agreed period, the Contractor may give not less than 10 working days' notice of intention to suspend the works [28.0]. Clause 6.5 deleted and replaced with the following:- 6.5 Where any agent fails to act or is unable to act, or ceases to be an agent, in terms of this agreement, the Employer shall appoint an interim agent within 10 working days from the date of the employer being

Clause	Amendments
	aware of such event pending procurement of a replacement agent through normal employer's SCM processes. Add clause 6.7: In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent. The employer shall sign all documents in relation to clauses 4.2, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4
9.0	INDEMITIES Clause 9.0 is amended by the addition of the following clause: - Clause 9.1.4. Physical loss or damage to an existing structure in the works that are the subject of the contract and to existing structures as well. Delete 9.2.7. Delete 9.2.10.
10.0	INSURANCES Clause 10.0 is amended by the addition of the following clauses to the end thereof: 10.12 Damage to the works (a) Without any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary. (b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage or destruction of the works and to rebuild, restore, replace and/or repair the works. (c) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof. 10.13 Injury to Persons or loss of or damage to Properties (a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable (b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage or to any moveable, or immoveable property or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable. (c) The contractor shall upon receiving a contract instruction from the principal agent cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost therefore from the contractor or to deduct the same from amounts due to the contractor.

Clause	Amendments
	(d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion. (e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed. (f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and / or repair such property and execute the works. 10.14 High Risk Insurance In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions which might result in catastrophic ground movement evident by sinkhole or dolomite formation the following will apply: 10.14.1 Damage to the works The contractor shall, from the commencement date of the works until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and hold harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary. When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, replace and/or repair the works, at the contractor's own costs. 10.14.2 Injury to persons or loss of or damage to property The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above. The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of construction. 10.14.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.14.1 and 10.14.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty one (21) calendar days of the commencement date but before commencement of the works submit to the employer proof of such insurance policy, if requested to do so. 10.14.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred subsequent upon the contractor's default of his obligations as set out in 10.14.1, 10.14.2 and 10.14.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered on indivisible whole.
11.0	SECURITY Delete clause 11.1.2. and replace with the following:-

Clause	Amendments
	11.1.2. The contractor shall furnish the employer with a fixed construction guarantee equal in value to ten per cent (10%) of the contract sum within fifteen (15) working days from the offer of appointment date and keep such security valid and enforceable until the final payment certificate has been issued to the contractor). Or Delete clause 11.1.3. and replace with the following:- 11.1.3 The Contractor shall furnish the employer with a fixed set of five per cent (5%) guarantee of the contract sum and a payment reduction of 5% of the value of each payment certificate up to a maximum of five per cent (5%) of the contract sum [25.3.3]. The contractor shall keep such security valid and enforceable until the final payment certificate has been issued. The contractor could release the retention at any stage of the contract by issuing a further construction guarantee of five percent (5%) of the contract sum. Amend clause 11.3 to read as following: 11.3 Where a contractor fails to provide the security for projects of value less than R5 million, the employer may: Amend clause 11.3.1 to read as follows: 11.3.1 Hand over the site to the contractor and withhold in interim payment certificates to the contractor an amount equal to ten percent (10%) of the contract sum. The amount withheld shall be reduced at practical completion [19.0] to five percent (5%) of the contract sum and to zero percent (0%) in the final payment certificate [25.6] Delete Clauses 11.1.4, 11.1.5, 11.2; 11.4; 11.5 Delete 11.7 and replace with the following 11.7. A security held by the employer shall be for the due fulfilment of the contractor's obligation in term of this agreement Delete clause 11.10 and replace with the following 11.10 The Contractor hereby waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site. Clause 11.0 is amended by adding the following new clauses: 11.12 Within fifteen (15) working days of the date of final completion of the works the employer shall release all construction guarantees to the contractor. 11.13 Where the employer has a right of recovery against the contractor, the employer may issue a written demand in terms of the construction guarantee. 11.14 Construction guarantees shall only expire at final completion date. 11.15 The Employer, as an Organ of State, shall not be required to provide payment guarantees
12.0	DUTIES OF THE PARTIES Delete clause 12.1.1 Delete clause 12.1.10 Clause 12.0 is further amended by adding the following clauses: 12.4 The contractor shall:

Clause	Amendments
	12.4.1 Immediately on award of the contract and prior to the commencement on site, the contractor shall prepare a working programme covering the first month of the construction period. This working programme shall be prepared in conjunction with the principal agent and shall be subject to his approval. During the first month of the construction period the contractor shall prepare and draw up the programme for the balance of the works for approval by the principal agent 12.4.2 This programme shall be drawn up in accordance with the dates in the agreement for possession, sectional completion and practical completion and shall be in sufficient and approved detail to ensure control over the works. 12.4.3 The programme shall be compiled based on the Critical Path Method of Programming with the critical activities clearly highlighted. It shall be compiled in such a way that logic is not constrained by resource limitations unless specifically approved by the principal agent. 12.4.4 Documentation will not be available in complete detail at the commencement stage. However the contractor, in conjunction with the principal agent, shall progressively plan the works on provisional information available and with sufficient scope to include future detail without disrupting the basic logic initially approved by the principal agent. The quantities contained in these bills of quantities are provisional and shall be utilized as a guide only for the drawing up of the programme. Where assumptions are made in regard to programming aspects, such assumptions shall be recorded in the programme. 12.4.5 The programme shall be updated and modified to accommodate a material change in circumstances or whenever reasonably required by the principal agent. Any acceleration and/or special measures sanctioned by the principal agent together with associated effects shall be incorporated in a revision to the programme. 12.4.6 The programme (including each revision thereof) shall be prepared in conjunction with the principal agent and shall be subject to his approval. The approval of the principal agent shall be deemed to be given on the basis that the contractor represents that the programme complies with the requirements of this agreement. The contractor shall be responsible at all times for maintaining the accuracy, validity and reasonableness of the programme and the implementation thereof. The fact that a programme has been prepared in conjunction with the principal agent or approved by him shall not release or relieve the contractor from any of his obligations or responsibilities under this agreement. Without derogating from the foregoing, the contractor shall at all times bear the onus to demonstrate that the programme complies with the requirement of this agreement and, where applicable constitute an appropriate baseline programme for any purpose in connection with this agreement. 12.4.7 The contractor and the principal agent shall, at regular intervals not exceeding one month, assess the state of progress of the works relative to the latest agreed revision of the programme. Such agreement shall include the recording of actual commencement and completion dates for each activity and shall constitute the official record of the progress at such point in time. 12.4.7 The contractor shall comply with his tendered subcontractors as stipulated in clause 4.6. 12.5 The contractor shall not remove, cut back or disturb trees and shrubs without a contract instruction from the principal agent. (Specific requirements of the employer must be described) 12.6 The contractor shall ensure that any relics, treasure or other articles of potential value found on the site remain the property of the employer and shall be handed over to the principal agent who shall be the sole arbiter of what is an article of value.
14.0	NOMINATED SUBCONTRACTORS Delete clause 14.1 and replace with the following 14.1 The principal agent and/or agents, on written instruction from the employer, shall:

Clause	Amendments
	Delete clause 14.1.5 Amend clause 14.3 to read as follows:- 14.3 Where such subcontractor is not appointed by the contractor for the reasons stated (14.2), or where the appointment of a subcontractor has been terminated, another subcontractor shall be nominated and be appointed on instruction from the principal agent on written instruction from the employer. Amend clause 14.7.1 to read as follows:- The principal agent, on written instruction from the employer, shall instruct the contractor to appoint another nominated subcontractor (14.1.4) to complete the n/s subcontract works.
15.0	SELECTED SUBCONTRACTORS Amend clause 15.1 to read as follows:- The principal agent and/or agents, on written instruction from the employer, shall: Clause 15.1.2 deleted and replaced with: 15.1.2. Call for tenders from a list of tenderers agreed between the contractor, the principal agent and the employer 15.1.5. Delete Amend clause 15.4 to read as follows:- 15.4. Where such subcontractor is not appointed by the contractor for the reasons stated (15.3), or where the appointment of a subcontractor has been terminated, another subcontractor shall be chosen and be appointed on instruction from the principal agent on written instruction from the employer. Amend clause 15.7.1 to read as follows:- 15.7.1 The contractor shall appoint another selected subcontractor (15.1.4) to complete the n/s subcontract works in consultation with principal agent and agents on written instruction from the employer
16.0	Amend clause 16.1.1 by adding the following sub-clause: 6.1.1.1 The employer will appoint direct contractors for the following direct contract work and the contractor shall be expected to accommodate them in his planning and execution of work: a) b)
17.0	CONTRACT INSTRUCTIONS Amend Clause 17.0 by adding the following sub clauses under clause 17.1.2 The word “substantially” in the main clause above is qualified by the following four sub clauses: 17.1.2.1 Quantity as per line item in fixed Bill of Quantity of more than 5%. 17.1.2.2. Variation in standards that result in rate adjustment within the BOQ of more than 5% 17.1.2.3. Variation in the design that varies the contract sum by more than 5% 17.1.2.4. Should any of the clauses 17.1.2.1-3 be triggered the employer must be notified within 24 hour of becoming aware of the change in writing. The 5% variance includes the exceeding or reduction of the amount as stated above. Amend clause 17.1.13 to read as follow: 17.1.13 Expenditure of budgetary allowances, prime cost amount and provisional sums will only be allowed with the express, explicit and unique written consent of the employer.

Clause	Amendments
19.0	PRACTICAL COMPLETION Amend Clause 19.0 by adding the following clauses: 19.4.1. In the event of failure as contemplated in the main clause, The employer reserves the right to issue a practical completion list in excess of the principal agent list or in replacement thereof. 19.4.2. No default Practical completion will be deemed to be given, in light of sub clause 19.4.1 19.8 Without derogating from the generality of the requirements for practical completion the following specific requirements shall apply: 19.8.1 Defects occurring after the issue of the practical completion list requiring remedial work that will, in the opinion of the principal agent, cause disruption, will cause the issue of the certificate of practical completion to be withheld until such defects have been rectified to the satisfaction of the principal agent. 19.8.2 The following certificates of compliance shall be required (excluding others that may be required by the local/national authority) from the contractor to achieve practical completion and completion certificate shall be invalid if one of them is missing: a) A certificate from the contractor that all aspects of the construction regulations of 2003 have been complied with. b) A certificate from the contractor that the National Building Regulations have been complied with c) An occupancy certificate d) occupational Health and Safety certificate e) A certificate of compliance with respect to plumbing and drainage f) An electrical certificate of compliance g) A certificate of compliance with respect to all glazing h) A certificate of compliance and fire clearance certificate from the contractor and fire chief respectively. i) A galvanizing and painting guarantee. j) All mechanical certificate of compliance. k) All structural certificate of compliance. l) A palisade certificate of compliance. m) A smoke extraction certificate of compliance. n) A fire signage certificate of compliance. o) A tiling certificate of compliance. p) A waterproofing certificate of compliance. q) A generator guarantee. r) Commissioning reports s) Maintenance and operational manuals t) Training of end users on equipment, etc. u) Any other applicable guarantees. 19.8.3 A complete set of maintenance and operating manuals together with all workmanship and material warranties and guarantees are to be compiled and issued to the principal agent prior to practical completion being granted. In addition to the abovementioned documentation, a formal "on site" handover will be required to be conducted with every discipline in the presence of the contractor as well as the applicable services subcontractor. Delete Clause 19.6 and replace with the following clauses: 19.6 Notwithstanding anything to the contrary contained in the contract, should the contractor in the opinion of the principal agent not have achieved practical completion of any area of the works, the employer may, notwithstanding the contractor's ongoing responsibilities, take possession of any such area and such possession by the employer shall not in any way be construed that practical completion has been achieved.

Clause	Amendments
	In such event, the principal agent shall give written notice to the contractor that the employer is taking immediate possession of any particular area/s without practical completion having been achieved in order to mitigate the employer's damages and exposure to loss or expense. 19.6.1 In the event of the Employer taking occupation of the works or part thereof prior to practical completion being achieved, but on or after the date for practical completion, the employer shall: (a) Have the principal agent issue a practical completion list(s) prior to such occupation (b) Grant the contractor thereafter all reasonable access to expeditiously attend to the items on the practical completion list(s) Add clause 19.9 to Clause 19.0 to read as follows: 19.8 After the issue of the certificate of practical completion, entry upon the works to make good defects shall be at such reasonable times as shall be agreed by the principal agent. The contractor shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by others. Claims of loss of profit shall not be entertained.
22.0	LATENT DEFECT LIABILITY PERIOD Amend Clause 22.1 to read as follow: 22.1 The latent defect liability period for the works shall commence at the start of the construction period and end 10 years from the certified date of final completion. Amend 22.2.1 to read as follow: 22.2.1 Where termination of this agreement occurs before the date of final completion, the latent defect liability period shall end 10 Years from the date of termination (29.10; 29.23) for the completed portion of the works only. Delete clause 22.2
23.0	REVISION OF THE DATE FOR PRACTICAL COMPLETION Amend 23.2 to read as follow: 23.2 The contractor is entitled to a revision of the date for practical completion with an adjustment of the contract value (26.0) by the principal agent subject to a written approval from the employer, for a delay to practical completion caused by one or more of the following events:- Amend 23.7 to read as follow: 23.7. The principal agent shall, within twenty (20) working days of receipt of the claim, with the written consent of the employer, grant in full, reduce, refuse the working days claimed, and:
25.0	PAYMENT Amend 25.1. to read as follow: 25.1 The contractor shall cooperate with and assists the employer and Principal agent in the preparation of the cash flow statement and payment valuation by providing all required document and quantified amount of work duly executed. Where the contractor has not provided such information the principal agent shall make a fair estimate of the work executed.

Clause	Amendments
	Amend Clause 25.0 by adding the following sub clauses under clause 25.1: 25.1.1. The principal agent shall prepare in full the payment certificate for signature and effect by the employer as stipulated in the contract. No payment certificate will be concluded and effected without the employer's authorized signature on the certificate. 25.1.2. No payment certificate will be effected without the employer's authorized signature on the certificate. 25.1.3 The Employer reserves the right to demand a valid Tax Clearance Certificate prior to making any payment to the Contractor, should it become aware that the tax clearance certificate has expired. 25.1.4 The Contractor shall submit the valid Tax Clearance Certificate within fifteen (15) working days or any extended period, from the date of expiry of the Tax Clearance Certificate. Amend clause 25.4.4 to read as follows: 25.4.4 Default interest, where applicable, shall only be effective after the 30 calendar days from the date of submission of undisputed payment certificate and Contractor Invoice to the employer at the rate of repo rate plus 3%. 25.4.5. Delete Amend 25.7 to read as follow: 25.7 The Employer shall, in accordance with clause 8.2.3 of the treasury regulation of March 2005, pay to the Contractor the amount certified in an interim payment certificate within thirty (30) calendar days from the date of submission of undisputed payment certificate to the employer after verification, unless there is an objection of the certificate by the employer. <i>The employer cannot reject a certificate once the employer signs it.</i> 25.10: Delete the words "and/or compensatory interest" Amend Clause 25.9 by adding the following sub clauses: 25.9.1 The employer shall only be liable for the payment for materials and/or goods on site if ownership is proven by the contractor (paid in full) and such ownership shall pass on to the employer upon payment. 25.9.2 The employer shall only be liable for the payment for materials and/or goods offsite if ownership is proven by the contractor (paid in full) and the contractor submits a bank guaranteed cheque of the value of materials and/or goods in favour of the client and such ownership shall pass on to the employer upon payment. 25.14.2: Delete
26.0	ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT Add the followings sub clauses to clause 26.1. 26.1.1. Upon receipt of the change request, the Principal Agent must professionally consider the merits of the change request and make a recommendation to the employer.

Clause	Amendments
	26.1.2. The Principal Agent shall not have the power to approve any deviation or variation which has financial implications on the Employer without the necessary written approval of the Employer, except under emergency circumstances wherein failure to undertake the work may result in loss of life. 26.1.3. The Employer must communicate the approval of the change request in writing to the Principal Agent and the Principal Agent shall, upon receipt of confirmation of the change request, issue the necessary Contract Instruction to the contractor to undertake the works. 26.1.4. The Contractor shall not commence with any change request Works without proof of the written approval of the Variation Order from the Employer, except under circumstances mentioned in paragraph 26.1.2 above. 26.1.5 Should the Contractor undertakes the change request Works without the necessary written approval of the change request from the Employer, the Contractor shall be entirely liable for any financial and any related implications and hereby indemnify and hold harmless the Employer from and against any and all claims, actions, damages, liabilities, injuries, costs, fees, expenses, or losses, including and without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by, or for which liability may be asserted against, the Employer arising out of the Contractor's performance or non-performance of unauthorized works, but only to the extent caused by the negligent acts, errors or omissions of the Contractor. 26.1.6. The Contractor shall not accept any instructions from any party, including beneficiary Department, other than the Principal Agent. Amend clause 26.7 to read as follow: 26.7 The principal agent, in consultation with the employer, shall assess the claim and on approval by the employer, shall adjust the contract value within twenty (20) working days of receipt of such details.
27.0	RECOVERY OF EXPENSE AND/OR LOSS 27.1.4. Delete 27.1.5: Delete
28.0	SUSPENSION BY THE CONTRACTOR Amend clause 28.1. to read as follow: 28.1 The contractor may give fourteen (14) Working days' notice to the employer and the principal agent of the intention to suspend the works where the employer and the principal agent have failed to: Add the followings clause to clause 28.0: 28.5. The date of resumption of works shall be the date on which the default has been remedied by the employer.
29.0	TERMINATION Clause 29.1.1 is amended by the addition of the following sub-clauses:

Clause	Amendments
	29.1.1a The contractor refuses or neglects to comply strictly with any of the conditions of contract. 29.1.1b The contractor's estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa. 29.1.1c The contractor, in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 29.1.1d The contractor fails to perform in terms of the agreement or the employer on reasonable ground believe that the contractor may not be able to comply with his obligation. Amend 29.10 to read as follow: 29.10 The latent defect liability period for the completed portion of the works shall end (22.2.1) 10 years from the date of termination. Amend 29.23 to read as follow: 29.23 The latent defect liability period for the completed portion of works shall end 10 years from the date of termination (22.2.2).
30.0	DISPUTE RESOLUTION Delete clauses 30.3, 30.4, 30.5 and 30.6

C1.2.1 *Special Conditions of Contract*

INTRODUCTION

WHEREAS, the Independent Development Trust ("IDT") made an Offer of Appointment and the Contractor has accepted such appointment subject to the conditions stipulated in the aforesaid Offer of Appointment Letter, which conditions include signing of the JBCC Agreement, Edition 6.2 © May 2018 (hereinafter referred to as "Main Agreement") and the Contract Data.

AND WHEREAS, this Special Condition of Contract shall form part of the Main Agreement between the Employer and the Contractor.

c) ADDITIONS TO THE MAIN AGREEMENT AND THE CONTRACT DATA

1.1 JOINT VENTURE AGREEMENT

- 1.1.1** Should the Joint Venture Agreement be dissolved or any of the JV partner pull out the JV Agreement for any reasons whatsoever, the Employer hereby reserve its right to terminate the contract with immediate effect.
- 1.1.2** Should one JV partner pull out of the JV agreement and the replacement JV partner does not meet the BBBEE threshold stipulated in clause 5.4 of the

Special Condition of the Principal Contract, the IDT shall be entitled to cancel the contract with immediate effect.

- 1.1.3** Should the BBBEE status of the Joint Venture be changed to a lower rate than the bidding rate, based on legislation applicable at the time of tender closing, the IDT shall be entitled to cancel the contract.

d) SUBCONTRACTING

- 1.1** A service provider awarded the contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher BBBEE status level than the person (service provider) concerned, unless the contract is subcontracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

- 1.2** Service provider awarded the project shall subcontract not less than 15% of the contract value to Black-owned local firms with preferably women, youth and people with disability

e) LOCAL ENTERPRISE

Service provider awarded the project shall purchase at least 5% of the materials locally where available.

f) TRAINING

Service provider awarded the project may train local labour on life skills, on the job and accredited certification in e.g. plumbing etc.

g) INSURANCES

The contractor shall be responsible for effecting and maintaining the contract works insurance for the full duration of the contract period. The insured amount for the full scope of works shall be 100% of the contract amount. The insured amount shall include for alterations and renovations to existing buildings and shall not reduce in any way despite sectional; completion being taken.

h) SITE AND ACCESS AND WORKING HOURS

Clauses 16.0, 16.1 and 16.6 amended to read as follows:

“the site of the works is regarded a National Key Point within which the contractor shall have restricted access to the site on being given possession to fulfill his obligations. The contractor shall be briefed on the restrictions of movement, servitudes, access control, buildings in use, security requirements and security clearances, working hours due to the site being occupied and under the employers control at all times. The contractor shall not extend his operations into any restricted or undefined areas.

The contractor shall ensure that all personnel and subcontractors engaged on the contract and those visiting the site have the necessary security clearances prior to such persons being brought on to site. Any persons found to be non-compliant shall not be allowed entry

to the site. All costs associated with the verification of personnel to meet this requirement shall be borne by the contractor.

The employer shall have unrestricted and continuous access to the works due to the statutory classification of the site and its operations. This arrangement shall be coordinated and agreed upon by all parties prior to the handover of the site to the contractor. A steering committee comprising representatives of the employer, the principal agent, the contractor and any other nominated or required party shall be set up to ensure that the contractors operations are unhindered.

Work shall be carried out during normal working hours. Any extended times or approval or overtime work shall be considered and approved by the steering committee.

The contractor shall comply with the employers' rules for the control of delivery of materials and goods into the site and for the removal of such items from the site."

i) PAYMENT OF PRELIMINARY & GENERAL COSTS (P&G)

In the event that the contractor, due to causes of his own making, fails to achieve the targets set out in his construction programme and his performance is not in accordance with the contract, payment of the time related p&g will be paid in proportion to the value of the monthly progress payment and not in accordance with the projected cash flow for this item. The principal agent shall review the status quo and revert to paying the contractor in accordance with the contract once the contractor has demonstrated improvement of their performance and the principal agent is satisfied that the contractor is performing diligently.

Similarly the full amount of the fixed portion of the p&g will be paid only once the successful contractor has fully complied with deliverables under this section.

j) FINAL PAYMENT

The employer shall pay to the contractor the amount certified in final payment certificate within thirty (30) calendar days of the date of issue of the payment certificate or the contractors tax invoice whichever is the later date.

k) AMBIGUITY OR DISCREPANCY

If any ambiguity or discrepancy in any of the documents forming part of the contract is found, then the contract data and or amendments herein shall prevail in cases of conflict between any of the documents.

all risks insurance - especially with the current weather conditions - we need to ensure that all contracts are insured.

SIGNATURE OF THE PARTIES

Signed at Pretoria on this the day of **2021**

AS WITNESSES:

1. _____

For and on behalf of the **Employer:**

.....
in his/her capacity as Acting Regional
General Manager

2. _____

For and on behalf of the **Employer:**

.....
in his/her capacity as the Programme
Manager.

Signed at Pretoria on this the day of **2021**

AS WITNESSES:

1. _____

3. _____

For and on behalf of the **Service
provider:**

.....
in his/her capacity as Director, who
hereby confirm that he/she is duly
authorised hereto.

ADDENDUM TO CONTRACT DATA

To the

THE JBCC PRINCIPAL BUILDING AGREEMENT

AND WHEREAS, this addendum shall form part of the Main Agreement between the Employer and the Contractor.

1. ADDENDUM TO THE MAIN AGREEMENT

- 1.1 This Agreement will constitute an Addendum to the Main Agreement as contemplated herein;
- 1.2 The Terms of Reference, Accepted Proposal or Tender, Standard Conditions of Tender, Special Conditions of Tender and adjusted Priced Bills of Quantities shall form part of the agreement between the Contractor and the Employer;
- 1.3 This Addendum will be deemed to incorporate, with or without variation, all the provisions of the Main Agreement, unless the context clearly requires otherwise;
- 1.4 All words and phrases used in this Addendum which are defined in the Main Agreement, will bear the same meaning assigned to them in the Main Agreement; and
- 1.5 All references in the Main Agreement to “the/this Agreement” itself, will be deemed to be references also to the Main Agreement duly amended by this Addendum.

1.6 Interpretations and Definition

1.6.01 **Financial Implications** shall mean the variation amount over and above the awarded contract sum.

2. SPECIAL CONDITION

If there is any conflict between the contents or any part of this Addendum and the contents or any part of the Main Agreement and other annexures, the content of this Addendum shall prevail.

3. WAIVER OF CONTRACTOR'S LIEN

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

3.2 The Employer, as an Organ of State, shall not be required to provide payment guarantees.

4. ASSIGNMENT OF RIGHTS OR OBLIGATIONS

4.1 Neither **party** shall assign or cede rights or obligations without the written consent of the other **party**, which consent shall not be unreasonable withheld.

4.2 Where the Contractor intend to cedes any right to monies due or to become due under this agreement as security in favour of a financial institution, a written consent in accordance with clause 4.1 above, shall be obtained from the Employer prior to entering into such cession.

4.3 Any cession entered into without the necessary written consent from the either party, shall be null and void.

4.4 The Employer shall not consent to a cession of monies due or to become due under this agreement as security in favour of a financial institution, unless such financial institution submitted to the IDT a Valid Tax Clearance Certificate, is

registered as a credit provider in terms of the National Credit Act and as a vendor in the IDT's Vendor Management System.

5 INTERIM PAYMENT

- 5.1 The **Employer** shall, in accordance with clause 8.2.3 of the treasury regulation of March 2005, pay to the **Contractor** the amount certified in an interim **payment certificate** within **thirty (30) calendar days** of the date of submission of the **payment certificate**".
- 5.2 Default interest, where applicable, shall only be effective after the 31 calendar days of the date of receipt of the interim **payment certificate from the Principal Agent**.
- 5.3 The Employer shall be entitled to apply a set-off against a legitimate and liquid claim against the Contractor from which a valid invoice has been received.
- 5.4 The employer shall not make/effect any advance payment to the contractor.

6 TAX COMPLIANCE MEASURES

- 6.1 The Contractor hereby grant confirmation that SARS may, on on-going basis during the contract term, disclose the Contractor's tax compliance status to the employer.
- 6.2 Should the Contractor appoint a sub-contractor to execute a portion of a work in excess of the threshold (currently 25%) prescribed by the National Treasury, the Contractor must ensure that a sub-contractor is tax complaint and remains tax compliant for the full duration of the contract. The contractor shall obtain a written consent from its sub-contractors confirming that SARS may on on-going basis during the contract term, disclose the sub-contractor's tax compliance status to the employer.
- 6.3 The Contractor shall submit a valid tax clearance certificate or tax compliance letter with a valid pin within 10 working days from the date of expiry of the tax clearance certificate. The Employer reserve the right to demand a valid Tax

Clearance Certificate or Tax Compliance Letter prior to making any payment to the Contractor, should it become aware that the tax clearance certificated has expired.

- 6.4 Unless the Employer receive a written confirmation that the Contractor has challenged its tax compliance status with SARS, the Employer shall not process any payment to the Contractor, if 30 days has lapsed since the written notice by the Employer and the Contractor has failed to remedy its tax compliance status.
- 6.5 Employer's non-payment of the Contractor's invoice in accordance with clause 6.4 above shall not absolve the contractor from performing its obligation in terms of the contract.
- 6.6 Unless the Employer receives a written confirmation that the Contractor or sub-Contractor has challenged its tax compliance status with SARS, the Employer shall be entitled to cancel the contract with the Contractor or instruct the Contractor to cancel its contract with the Sub-Contractor.
- 6.7 Where a Contractor is a JV, each party to a JV must be tax compliant and remains tax compliant for the full duration of the contract, failing which, the Employer shall invoke paragraph 6.4 or 6.6 above.

7. APPROVAL OF VARIATION ORDERS

- 7.1 Upon receipt of the Variation Order (VO), the Principal Agent must professionally consider the merits of the Variation Order and make a recommendation to the Employer.
- 7.2 The Principal Agent shall not have the power to approve any deviation or variation which has financial implications on the Employer without the necessary written approval of the Employer, except under emergency circumstances wherein failure to undertake the work may result in loss of life.
- 7.3 The Employer must communicate the approval of a Variation Order in writing to the Principal Agent and the Principal Agent shall, upon receipt of confirmation

of the approval of the VO, issue the necessary Contract Instruction to the contractor to undertake the works.

- 7.4 The Contractor shall not commence with any Variation Order Works without the written approval of the Variation Order from the Employer, except under circumstances mentioned in paragraph 7.2 above.
- 7.5 Should the Contractor undertakes the Variation Order Works without the necessary written approval of the Variation Order from the Employer, the Contractor shall be entirely liable for any financial and any related implications and hereby indemnify and hold harmless the Employer from and against any and all claims, actions, damages, liabilities, injuries, costs, fees, expenses, or losses, including and without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by, or for which liability may be asserted against, the Employer arising out of the Contractor's performance or non-performance of unauthorized works, but only to the extent caused by the negligent acts, errors or omissions of the Contractor.
- 7.6 The Contractor shall not accept any instructions from any party, including beneficiary Department, other than the Principal Agent.

8. JOINT VENTURE AGREEMENT

- 8.1 Should the Joint Venture Agreement be dissolved or any of the JV partner pull out of the JV Agreement for any reasons whatsoever, the Employer hereby reserve its right to terminate the contract with immediate effect.
- 8.2 Should the Employer decide not to terminate the contract upon the dissolution of the JV Agreement and the replacement JV partner does not meet the BBBEE threshold stipulated in the tender document, the IDT shall be entitled to cancel the contract with immediate effect.

- 8.3 Should the BBBEE status of the Joint Venture be changed to a lower rate than the bidding rate, based on legislation applicable at the closing date of the tender, the IDT shall be entitled to cancel the contract.

9. BREACH

- 9.1 In the event that the contractor: -

- 9.1.1 commits an act of insolvency; or
- 9.1.2 is placed under a provisional or final winding-up or judicial management order; or
- 9.1.3 is placed under or applied for business rescue; or
- 9.1.4 makes an assignment of more than 25% of either its right and/or its obligation for the benefit of the third party without the written consent of the employer; or
- 9.1.5 the Contractor is registered or fails to renew his registration with the CIDB or changes directorship during the course of the project, resulting in the contravention of BBBEE statutory requirement; or
- 9.1.6 fails to satisfy or take steps to have set aside any judgment taken against it within 14 (Fourteen) business days after such judgment has come to its notice,

then the Employer will be entitled to terminate the Agreement on written notice.

10. SECURITY

- 10.1 The **employer** has selected the **security, in terms of clause 11.0**, which is a variable **construction guarantee**. This guarantee is to be issued by the **contractor**:

- 10.1.1 The **contractor** shall furnish the **employer** with a variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** within twenty-one (21) **calendar days** from the offer of appointment **date**;
- 10.1.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the variable **construction guarantee** to an amount equal to two per cent (2%) of the **contract value**;
- 10.1.3 Within twenty-one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall release the variable **construction guarantee** to the **contractor**;
- 10.1.4 Where the **employer** has a right of recovery against the **contractor**, the **employer** may issue a written demand in terms of the variable **construction guarantee**.
- 10.1.5 A variable **construction guarantee** shall only expire at **final completion** date.
- 10.1.6 In the event that the value of the **works** were to increase during the course of the contract by an amount of 15% or more of the **contract sum**, upon written request from the **principal agent**, the **contractor** shall immediately arrange to have the **construction guarantee** guaranteed sum increased accordingly, the verified cost of which shall be added to the **contract sum**.

Signed at on this the day of**2021**

AS WITNESSES:

1. _____

For and on behalf of the **Employer:**
(.....), in his/her
capacity as the -----

2. _____

For and on behalf of the **Employer:**
(.....), in his/her
capacity as the -----

Signed at on this the day of **2021**

AS WITNESSES:

3. _____

4. _____

For and on behalf of the **Contractor:**
.....i
n his/her capacity as
.....
, who hereby confirm that he/she is
duly authorized.

C1.3 FORM OF GUARANTEE

C1.3 FORM OF GUARANTEE

PROCUREMENT OF GENERAL BUILDING CONTRACTOR FOR COMPLETION AND RENOVATION OF WORKS AT TLHABOLOGANG PRIMARY SCHOOL

Contract No.: DOE08NWER005GB

WHEREAS **INDEPENDENT DEVELOPMENT TRUST** (hereinafter referred to as "the Employer") entered into, a Contract with _____ (hereinafter called "the Contractor") on the _____ day of _____ 2021 for the construction of _____ at _____

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security byway 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 excussion 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 (not exceeding 10% of the Contract Sum) in
_____ (R_____)

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 _____

C1.4 ADJUDICATOR'S AGREEMENT

C1.4: Adjudicator's Agreement

This agreement is made on the.....day of 20..... between the Employer

(name of company / organisation)

of (address)

..... and the Contractor

(name of company / organisation) of

(address)

..... (hereinafter called **the Parties**)

and

(name)

of (address)

..... (hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract No

.....

for (contract title)

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

(* Delete as necessary)

IT IS NOW AGREED as follows:

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

request of either Party.

SIGNED by:

(Signature):(Signature): (Signature):

Name:.....**Name:**..... **Name:**

who warrants that he/ she is
duly authorized to sign for and
on behalf of the **First Party** in
and on behalf of the presence
of

who warrants that he/ she is
duly authorized to sign for and
on behalf of the **Second Party**
presence of

the **Adjudicator** in the presence
of

Witness:**Witness:****Witness:**
(Signature):(Signature): (Signature):

Name:.....**Name:**..... **Name:**

Address:Address: Address:

.....

Date:..... Date:..... Date:

C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

Refer Overleaf:

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

THIS AGREEMENT is made between Independent Development trust represented by the Supply Chain Management.

(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....
in his capacity as:
;

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by

.....
in his capacity as:
duly authorised to sign on behalf of the Contractor.

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

**TENDER : PROCUREMENT OF GENERAL BUILDING CONTRACTOR FOR COMPLETION
AND RENOVATION OF WORKS AT TLHABOLOGANG PRIMARY SCHOOL**

at

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

NOW THEREFORE the parties agree as follows:

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

deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

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

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

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

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C1.6 Waiver of Lien

Refer Overleaf:



Waiver of Contractor's Lien

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

DEFINITIONS

Contractor _____

Employer _____

Agreement _____
(Principal Building Agreement
or Minor Works Agreement)

Works (description) _____

Site _____

(property title deed description)

AGREEMENT

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

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

Thus done and signed at _____ on

Name of signatory

Capacity of signatory

As witness
by
hereto

For and on behalf of the Contractor who
signature hereof warrants authorisation

JBCC Series 2000  Code 2121 July 2007

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2: PRICING DATA

C2.1 Pricing Instructions

C2.1.1 FIXED PRICE – CPAP APPLICABLE

Adjustment to the contract value as clause 32.

Notwithstanding the provisions of Clause 32.13 or any other clause, no adjustment to the contract sum will be made in terms of the Contract Price Adjustment provisions or any other fluctuation provisions and all such costs shall be for the account of the Contractor.

Where the value of additional work cannot be valued in terms of clause 32.2.1 and 32.2.2 such work shall be priced “net” plus the tendered “mark up” thereon.

C2.1.2 GENERAL

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Document, which include the Conditions of Tender, Conditions of Contract, the Specifications and Drawings.

The document comprises of annexure bills. The main tenderer is to elect a subcontractor from the list provided by the client and issue them with the annexure bill to price and sign. The tenderer is therefore obliged to transfer the price to the main bill and add profit & attendance.

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities will be subject to re-measuring during the execution of work.

The validity of Contract will in no way be effected by difference between the quantities in the Bill of Quantities and quantities finally certified for payment.

C2.1.4 PROVISIONAL SUMS (PS)

Provisional sums are provided for some items in the Schedule of Quantities. Work done under these items will be at the written direction of the Employer. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the “Amount” column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any authorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

C2.1.5 PRICING

All rates in the bills must exclude Value Added Tax (VAT), which the bidder must allow for in the final summary of the Bills of Quantities.

C2.2 BILL OF QUANTITIES

C3 SCOPE OF WORKS

OUTSTANDING / INCOMPLETE WORKS

1. Provide Jungle gym (this item can only be attended to once conservancy tank rehabilitation is done)
 2. Install Enclosed play area for Grade r (this item can only be attended to once conservancy tank rehabilitation is done)
 3. Install Toilet seat covers
 4. Provide Beam filling (all buildings require it)
 5. Provide Ramps between courtyards and walkways
 6. Install Towel rail in male toilet and female toilet of Admin block
 7. Install Steel gates at grade R walkways (this is to enclose the area for safety reasons)
- Directors: N. Nderitu, B.Arch, (Nbi), Pr.Arch, MIArch, MAAB, MAAK,PMP - D. Muroa, B-Tech.
Arch.(UJ) Pr.S.Arch.T 2
8. Install Clear Vu fencing at computer lab under roof for security measures.
 9. Install Bulgar bars in computer lab windows
 10. Install Signages for FHR, FE
 11. Installations of Fire extinguishers

DEFECTIVE WORKS

1. Install Window catches- allow 50% of the work
2. Replace Water fountain taps (all fountains' taps are missing/ some broken)
3. Repair Roof leakages (in Admin, Grade R block and DNC)
4. Install new and make good of Ceilings (allow all to be replaced as most are showing defect)
5. Joinery fittings in the DNC (repairs of existing shelves and drawers and doors)
6. Joinery in Grade R (repair of existing drawers)
7. Provide Sealing between work tops and wall
8. Workstation in computer lab (repair of workstations at the back row)
9. Install and make good to Cornice and ceilings to be removed and re-done correct
10. Remove and install Ceiling Lights fittings once ceiling is complete (to be fixed as per EME Engineer's detail)
11. Joinery in HOD's to be completed
12. Remove and install new and make good at Veranda screed and courtyard area (this affects the following blocks as observed from site:)
 - Grade R block
 - 2 Class +HOD +Ablution
 - 2x 3 Classroom block
 - 3 Class + HOD
 - Multipurpose + HOD + Ablution
 - DNC
13. Epoxy floor in the DNC (Repair/ replace and make good)
14. Remove and replace, installation to be correct to Window frames (allow 50% of steel window frames to be replaced and make good)
15. Rehabilitation of conservancy tank (CSE Engineer to give detail and specification) the item was agreed to be put as provisional sum and to be done by nominated subcontractor- QS to state that in the bill of quantities.
16. Barge boards (replace missing barge boards and re-paint all)
17. Fire extinguishers are missing, and signages to be repaired and install where missing.(EME Engineer to advice)
18. Perimeter fencing to be completed and make good.

C4 SITE INFORMATION