INDEPENDENT DEVELOPMENT TRUST

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

RE-ADVERTISEMENT

APPOINTMENT OF A CONTRACTOR WITH THE CIDB GRADE OF 7GB OR HIGHER FOR THE COMPLETION OF THE OUTSTANDING WORKS AT LOGOBATE CLINIC FOR THE DEPARTMENT OF HEALTH, NORTHERN CAPE PROVINCE.

BID NO: DOH03NCAR/10/01

CLOSING DATE AND TIME: *06 NOVEMBER 2026 @ 12H00*

Independent Development Trust

SCM / Technical Enquiries

E-mail: NCTenders@idt.org.za

Bidder Name: ……

Bid Amount:……

CIDB Registration Number .....

CSD Registration Number(MAAA):……

COIDA / FEM / RMA Certificate Number:……..

CIPC Registration Number: ……

Contact Person: ……

Email Address: ……..

Cellphone Number: ……..

Contents

Number	Heading	Page
THE BID		
Part T1: Bidding procedures		
T1.1	Bid Notice and Invitation to Bid	2 – 8
T1.2	Bid Data	9 – 40
Part T2: Returnable documents		
T2.1	List of Returnable Documents	41 - 42
T2.2	Returnable Schedules	43 - 94
THE CONTRACT		
Part C1: Agreement and Contract Data		
C1.1	Form of Offer and Acceptance	95 – 100
C1.2	Contract Data	103 - 126
C1.3	Form of Guarantee	127 - 129
C1.4	Adjudicators Agreement	130 - 132
C1.5	Agreement in terms of Occupational Health and Safety	133 - 135
C1.6	Waiver of Lien	136 - 137
Part C2: Pricing Data		
C2.1	Pricing Instructions	138 - 143
C2.2	Bill of Quantities	144 - 341
Part C3: Scope of Work		
C3	Scope of Work	342 - 355
C3.1	Refurbishment of the existing buildings	
C3.2	Construction of additional facilities.	
C3.3	New bulk service connections.	
C3.4	Electrical and mechanical upgrades.	
C3.5	External works and civil infrastructure.	
Part C4: Site Information		
C4.1	Site Information	356 - 357

T1.1 BID NOTICE AND INVITATION TO BID

INDEPENDENT DEVELOLPMENT TRUST

T1.1 Bid Notice and Invitation to Bid

APPOINTMENT OF A CONTRACTOR WITH THE CIDB GRADE 7GB OR HIGHER FOR THE COMPLETION OF THE OUTSTANDING WORKS AT LOGOBATE CLINIC FOR THE DEPARTMENT OF HEALTH, NORTHERN CAPE PROVINCE.

BID NUMBER: DOH03NCAR/10/01

CLOSING DATE AND TIME: *06 NOVEMBER 2026 @ 12H00*

On behalf of the Department of Health Northern Cape Province, the Independent Development Trust, invites bidders for the **APPOINTMENT OF A CONTRACTOR WITH THE CIDB GRADE 7GB OR HIGHER FOR THE COMPLETION OF THE OUTSTANDING WORKS AT LOGOBATE CLINIC FOR THE DEPARTMENT OF HEALTH, NORTHERN CAPE PROVINCE.**

Only tenders who have a CIDB contractor grading of **Grade 7GB (General Building) or higher; and comply with the tender conditions will be legible.**

Documents will be available from the ***16 OCTOBER 2026***

Tender documents must be downloaded from IDT website and National Treasury e-tender on the following link: http://www.idt.org.za/business opportunities/current-tenders ,and www.treasury.gov.za

BID enquiries relating to the issues of these documents may be addressed to:

Bid Administration Enquiries
E-mail: NCTenders@idt.org.za

Technical Enquiries
E-mail: LuntuN@idt.org.za

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

INDEPENDENT DEVELOPMENT TRUST (NORTHERN CAPE OFFICES):
Sanlam Office Park, Block D
13 Bishops avenue
Labram
Kimberley
8301

A compulsory clarification meeting with representatives of the Employer will take place online via Teams https://teams.microsoft.com/meet/349170209865615?p=xbWyCFAMq79H0qYZmD @ **10H00** on the **23RD October 2026**.

For bidders who wish to visit the site on their own, the Clinic is located 40 km from Kuruman via the Seoding gravel road in the Northern Cape. The location of the Logobate Primary Health Facility is at 27°10'35.46"S, 23°24'27.82"E in the John Taolo Gaetsewe District, Joe Morolong Local Municipality. The immediate context mainly consists of informal residential structures which are positioned randomly apart in an arid landscape. Tenderers must sign the attendance register in the name of the tendering entity.

Note: Bidders are requested and encouraged to join the online meeting early before the commencement of the briefing session. Bidders who try to join 30 minutes after commencement of the meeting will not be admitted to the meeting.

PLEASE NOTE THE FOLLOWING IMPORTANT DATES

- Compulsory Clarification Meeting (Site Briefing) Date**: 23rd October 2026 @ 10H00**
- Bid Closing Date: **06 November 2026**
- Requirements for sealing, addressing, delivery and assessment of tenders are stated in the Tender Data.

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

Phase 1: Mandatory Requirements

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

1.1 MANDATORY ADMINSTRATIVE REQUIREMENTS/ DOCUMENTATION

1.1.1 Submission of fully completed and signed Invitation to Bid (SBD 1).
1.1.2 Submission of fully completed and signed Bidder's Disclosure (SBD 4).
1.1.3 Submission of fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1).

The IDT reserves the right to explain or provide information request in accordance with the provisions of the Promotion of Administrative Justice Act (PAJA) Act No.3 of 2000.

1.2 MANDATORY COMPULSORY REQUIREMENTS/ DOCUMENTATION

Only Tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

(Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration. Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed, and signed in black ink, (All as per Standard Conditions of Tender and as per the specific condition of this tender document)

1.2.1 Certificate for an Authority to sign Bid document, fully and duly completed and signed by director or Board / company resolution.
1.2.2 The bidder must be registered with CIDB and provide CIDB number – Grade 7GB or higher. JV's to hold a consolidated CIDB Grading, which equates to the required grading. In the case of Consortium, each member of the Consortium must submit CIDB registration with Grade 7GB or higher.
1.2.3 The bidder must provide a valid letter of good standing from Department of Labour (COIDA) or FEM certificate or RMA certificate. If JV or Consortium, all partners must submit COIDA or FEM Certificate or RMA certificate.
1.2.4 The bidder must be registered with CIPC Company Incorporation Property Commission and provide source of verification. In the case of JV or Consortium each company must be registered with CIPC.
1.2.5 The bidder must be registered on Central Supplier Database (CSD) and provide MAAA Number to verify registration) before submitting the bid. In the case of JV, a

consolidated CSD registration number must be provided. In the case of Consortium, each partner registered on Central Supplier Database (CSD) and provide MAAA Number to verify registration.

1.2.6 Attendance to the compulsory online briefing meeting - Briefing session attendance register must be signed on the chat box, and Bidders must speak their details into the record.

1.2.7 The Form of Offer must be fully completed, signed and witnessed in the tender document.

1.2.8 The Bill of Quantities (BOQ) must be submitted in its entirety, with no omissions or unauthorized alterations. All applicable items must be priced, and any non-applicable items must be clearly indicated as "Not Applicable (N/A)"

1.2.9 Joint Venture (JV) or Consortium agreement, if applicable, must be signed by all parties of the JV or Consortium.

1.2.10. The bidder must provide proof of active professional registration as PrCPM/PrCM with SACPCMP for the person that will be assigned to play the role of a construction manager for this project for the duration of the project.

1.2.11. The bidder must provide proof of active professional registration for professional occupational health and safety with SACPCMP as CHSO, CHSM or CHSA for the person that will be assigned to play a role of health and safety officer for this project.

1.2.12. The bidder must fully and duly complete and sign the Compulsory Enterprise Questionnaire (in the case of a JV or consortium each member of the JV or consortium must complete the questionnaire).

Note: (i) Failure to submit any of the above documents / requirements shall result in disqualification of the bid.

(i) If any of the Directors are in the Employment of the State, the Regulation 13(c) of the Public Service Regulations, 2016 provides that an employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act. In alignment with Directive on conducting business with an organ of state issued by the minister of Public Service and Administration - 21 February 2024.

(ii) If the bidder is listed on National Treasury List of Restricted Suppliers 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) The IDT reserves the right to verify all submitted documents in relation to this tender, fraudulent documents will lead to automatic disqualification.

Tax Compliance Status is a mandatory requirement if the bidder is recommended for award.

The bidder must provide its Tax Compliance Letter with the unique pin for verification.

In accordance with National Treasury Instruction No. 9 of 2017/18, the IDT will verify the tax compliance status of the recommended bidder prior to the award of the Bid.

Where the recommended bidder is found to be non-compliant with its tax obligations, the IDT will notify the bidder in writing of its non-compliant status and afford the bidder seven (7) working days to submit written proof from the South African Revenue Service (SARS) confirming its tax compliance status, or written proof that the bidder has made an arrangement with SARS to meet its outstanding tax obligations.

The bidder's tax compliance status or proof of such arrangement will be verified by the IDT through the applicable SARS/eFiling or Central Supplier Database (CSD) verification process.

Should the recommended bidder fail to provide the required written proof within the stipulated seven (7) working days, the IDT will reject the Bid.

Only bidders who met all mandatory requirements will be evaluated further on functionality.

Phase 2: Functionality criteria

Phase 2 entails the process of the evaluation of functionality, technical requirements. Only Bidders who meet the threshold of 70% (70 Points) or above of the total functionality, quality point will be eligible to be evaluated under Phase 3. The table below, specifies the functionality, technical criteria to be considered under the evaluation.

Criteria	Maximum Points Allocation
Relevant Previous Experience on completed projects of a similar nature and value in the last ten (10) years (Refer to Form T2.2.2)	30 points
Two (2) signed and stamped client references on the same projects listed above (both Client & Client Representative). Or Signed and Contactable reference letters from previous clients.	20 points
Qualifications, Skills and Experience of project key resources	15 points
Financial Viability	20 points
Programme of works	5 points
OHS Plan	5 points
Methodology	5 points
Total	**100 points**

In addition to achieving the overall minimum qualifying score for functionality, Bidders shall be required to achieve the minimum threshold of 70 points as stipulated for each critical evaluation criterion. Failure to achieve the minimum threshold in any criterion shall render the Bid non-responsive for functionality purposes.

Criteria	Maximum Points Allocation	Minimum Points
Relevant Previous Experience	30 points	20 points
Signed and stamped client references	20 points	15 points
Qualifications, Skills and Experience of project key resources	15 points	11 points
Financial Viability (Audited Financial Statement)	20 points	15 points
Programme of Works	5 points	3 points
OHS Plan	5 points	3 points
Methodology	5 points	3 points

Similar Nature of work for evaluation Construction/renovation of Buildings (No points will be allocated for other nature and value of works like Civil Engineering projects, Water and sanitation projects, Transport Projects, Traffic Engineering Projects, and all Electrical & Mechanical Engineering projects).

Supporting Documents Required

- Particulars of Tenderer's Projects (Appointment letters and completion certificates)
- Schedule of Tenderer's References
- CV of Key Personnel including the OHS
- Copies of Certificates/qualifications (certified copies not older than 6 Months)
- Copies of all Professional Registration of Staff.
- Signed and stamped banking/financial documentation

Only bidders who are competent and who have achieved the minimum functionality threshold of 70 points or higher will be evaluated on 80/20 or 90/10 (Price / Specific Goals) points based on the Preferential Procurement Regulations of 2022.

Phase 3: Preferential Point System

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of–

The 80/20 or 90/10 Preferential Point System will be applied, where 80 points will be allocated for price and 20 points for specific goals. The 80/20system will be used since the estimated value for this project is less than R50 000 000 (all applicable taxes included).

(a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or
(b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 80/20 preference point system.

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

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

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

Source Documents to be submitted with the Tender:

In order to claim and be awarded points, the following source documents must be submitted with the bid. Failure to submit any of the below source documents will lead to zero-point allocation.

- CIPC Document (Company Registration Document will be required for verification (CIPC Documents) and CSD Full Report if ownership certificate is not indicated on the CIPC)
- Women (Originally Certified ID Document not older than 6 months)
- Youth (Originally Certified ID Document not older than 6 months)

- People with Disability (Letter from the Dr. Confirming the Disability signed with verifiable contact details)
- Black Ownership (Originally Certified ID Document not older than 6 months)

CSD full report will be used in support of the above mentioned documentation to verify specific goals.

The IDT may conduct a risk assessment on recommended 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 will be subjected for further clarification.

Tender Documents may be downloaded from the IDT's website following the link **http://www.idt.org.za/business-opportunities/current-tenders/** and on the e-tenders portal, **www.etenders.gov.za.** 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:

All SCM and Technical enquiries relating to this bid must be directed in writing to ***NCTenders@idt.org.za*** during office hours (08h30 – 17h00) weekdays.

Enquiries will be accepted until the ***02 November 2026.*** 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 ***06 November 2026 @ 12h00*** and bids shall be submitted in the tender box at IDT's Northern Cape Regional Office;

Sanlam Office Park, Block D
13 Bishops avenue
Labram
Kimberley
8301

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

The Independent Development Trust does not bind itself to accept the lowest or any particular bid.

T1.2 BID DATA

INDEPENDENT DEVELOPMENT TRUST

APPOINTMENT OF A CONTRACTOR WITH THE CIDB GRADE OF 7GB OR HIGHER FOR THE COMPLETION OF THE OUTSTANDING WORKS AT LOGOBATE CLINIC FOR THE DEPARTMENT OF HEALTH, NORTHERN CAPE PROVINCE.

T1.2 Bid Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an 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 APPOINTMENT OF A CONTRACTOR WITH THE CIDB GRADE OF 7GB OR HIGHER FOR THE COMPLETION OF THE OUTSTANDING WORKS AT LOGOBATE CLINIC FOR THE DEPARTMENT OF HEALTH, NORTHERN CAPE PROVINCE. PROVINCE.– BID NUMBER: DOH03NCAR/10/01
F.1.1	The Employer is the **Independent Development Trust on behalf of the Department: Health, Northern Cape Province.**

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 **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 agreement 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 This tender applies to both the (a) Skills Development Standard and the (b) Indirect Targeting Standard. Although in the case of these two standards there are no returnable documents, tenderers are sensitized that the proforma documents as listed below, shall be completed by the successful contractor after award of the contract within the stipulated period. (The proforma documents are provided in the tender data for information purposes only). Form A 1 List of recognized Skills Development Agencies, Form A 2 Baseline Training Plan, Form A 3 Project Interim Report, Form A 4 Supervisor Agreement, Form A 5 Project Completion Report. (Skills Development Standards) Project Interim Report, Project Completion Report and Declaration. (Indirect Targeting Standards) **Addendum to the Contract** **Annexures** **Annexure A: Architectural Drawings** **Annexure B: Electrical Specifications & Drawings** **Annexure C: Civil and Structural Drawings**
F.1.4	The Employer's agent is: **DESTUDIO ARCHITECTS AND URBAN PLANNERS** **Mr. A. De jong** Aliwal Street and Second Street, Bloemfontein Tel: (051) 436 0130 E-mail: alphonse@destudio.co.za
F.2.1 F.2.1.1 F.2.1.1.1	**Eligibility** Submit a tender offer only if the Tenderer satisfies the criteria stated hereunder and if the Tenderer, or any of his principals, is not under any restriction to do business with the Employer (IDT) or the Northern Cape Department of Health. Only bidders, who meet the following requirements will be eligible for further evaluation. **1.1. MANDATORY ADMINSTRATIVE REQUIREMENTS/ DOCUMENTATION** **1.1.1.** Submission of fully completed and signed Invitation to Bid (SBD 1). 1.1.2. Submission of fully completed and signed Bidder's Disclosure (SBD 4). 1.1.3. Submission of fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1). NB: The IDT reserves the right to request information or documentation in accordance with the provisions of the Promotion of Administrative Justice Act (PAJA). **1.2. MANDATORY COMPULSORY REQUIREMENTS/ DOCUMENTATION** Only Tenderers who satisfy the following eligibility criteria are eligible to submit tenders: (Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration. Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed, and signed in black ink, (All as per Standard Conditions of Tender and as per the specific condition of this tender document) 1.2.1. Certificate for an Authority to sign Bid document, fully and duly completed and signed by director or Board / company resolution. 1.2.2. The bidder must be registered with CIDB and provide CIDB number – Grade 7GB or higher. JV's to hold a consolidated CIDB Grading, which equates to the required grading. In the case of Consortium, each member of the Consortium must submit CIDB registration with Grade 7GB or higher. 1.2.3. The bidder must provide a valid letter of good standing from Department of Labour (COIDA) or FEM certificate or RMA certificate. If JV or Consortium, all partners must submit COIDA or FEM Certificate or RMA certificate. 1.2.4. The bidder must be registered with CIPC Company Incorporation Property Commission and provide source of verification. In the case of JV or Consortium each company must be registered with CIPC.

	1.2.5.	The bidder must be registered on Central Supplier Database (CSD) and provide MAAA Number to verify registration) before submitting the bid. In the case of JV, a consolidated CSD registration number must be provided. In the case of Consortium, each partner registered on Central Supplier Database (CSD) and provide MAAA Number to verify registration.
	1.2.6.	Attendance to the compulsory site briefing meeting
	1.2.7.	The Form of Offer must be fully completed, signed and witnessed in the tender document.
	1.2.8.	The Bill of Quantities (BOQ) must be submitted in its entirety, with no omissions or unauthorized alterations. All applicable items must be priced, and any non-applicable items must be clearly indicated as “Not Applicable (N/A)”
	1.2.9.	Joint Venture (JV) or Consortium agreement, if applicable, must be signed by all parties of the JV or Consortium.
	1.2.10.	The bidder must provide proof of active professional registration as PrCPM/PrCM with SACPCMP for the person that will be assigned to play a role of a construction manager for this project for the duration of the project.
	1.2.11.	The bidder must provide proof of active professional registration for professional occupational health and safety with SACPCMP as CHSO, CHSM or CHSA for the person that will be assigned to play a role of health and safety officer for this project.
	1.2.12.	The bidder must fully and duly complete and sign the Compulsory Enterprise Questionnaire (in the case of a JV or consortium each member of the JV or consortium must complete the questionnaire).

F.2.1.1.2	**Notes:** 1.3. Failure to submit any of the above documents / requirements shall result in disqualification of the bid. 1.4. If any of the Directors are in the Employment of the State, the Regulation 13(c) of the Public Service Regulations, 2016 provides that an employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act. In alignment with Directive on conducting business with an organ of state issued by the minister of Public Service and Administration - 21 February 2024. 1.5. If the bidder is listed on National Treasury List of Restricted Suppliers shall result in disqualification of the bid. 1.6. If any of its Directors are listed on the Register of Defaulters shall result in disqualification of the bid. **Tax Compliance Status is a mandatory requirement if the bidder is recommended for award.** The bidder must provide its Tax Compliance Letter with the unique pin for verification. In accordance with National Treasury Instruction No. 9 of 2017/18, the IDT will verify the tax compliance status of the recommended bidder prior to the award of the Bid. Where the recommended bidder is found to be non-compliant with its tax obligations, the IDT will notify the bidder in writing of its non-compliant status and afford the bidder seven (7) working days to subm written proof from the South African Revenue Service (SARS) confirming its tax compliance status, o written proof that the bidder has made an arrangement with SARS to meet its outstanding tax obligations. The bidder's tax compliance status or proof of such arrangement will be verified by the IDT through the applicable SARS/eFiling or Central Supplier Database (CSD) verification process. **Should the recommended bidder fail to provide the required written proof within the stipulated seven (7) working days, the IDT will reject the Bid.** **CIDB Grading** 1. 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 7GB** class of construction work. 2. Joint ventures are eligible and preferred with particular reference to local participation and as such submit tenders provided that: 3. every member of the joint venture is registered with the CIDB; 4. the lead partner has a contractor grading designation in the **Grade 7GB** or Higher class of construction work; and 5. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to **7GB** contractor grading designation determined in accordance with the sum tendered for a **(GB) General Building** class of construction work

F.2.1.1.3	**Key Personnel** In order to be considered for an appointment in terms of this bid, the bidder must have the following key personnel in its permanent employment at the close of the bid. Alternatively, a signed undertaking from an organization having the required personnel, stating that they will undertake the necessary work on behalf of the bidder in terms of a sub-consultant 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.
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 online via Teams https://teams.microsoft.com/meet/349170209865615?p=xbWyCFAMq79H0qYZmD @ 10H00 on the 23RD October 2026. Note: Bidders are requested and encouraged to join the online meeting early before the commencement of the briefing session. Bidders who try to join 30 minutes after commencement of the meeting will not be admitted to the meeting.
F.2.8	**Seek clarification** Bidders can request clarification of the bid documents, if necessary, by notifying the Employer in writing to NCTenders@idt.org.za and LuntuN@idt.org.za during office hours (08h30 – 17h00) weekdays at least 5 (five working days before the closing time and date stated in F.2.15.
F2.9	**Insurances** Refer to contract data for insurance requirements. (Refer to Section C1.2)
F.2.11	**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.

Clause number	BID DATA FOR COMPLETION OF THE OUTSTANDING WORKS AT LOGOBATE CLINIC FOR THE DEPARTMENT OF HEALTH, NORTHERN CAPE PROVINCE. PROVINCE.– BID NUMBER: DOH03NCAR/10/01
F.2.12	**Alternative Bid Offers** No alternative tender offers will be considered.
F.2.13	**Submitting a Bid Offer**
F.2.13.4 F2.13.5 F.2.13.6 F.2.13.7 F.2.13.9	The bidder will sign the original of the bid offer. The bidder must submit tender offer in a sealed envelope. (Clearly marked **APPOINTMENT OF A CONTRACTOR WITH THE CIDB GRADE OF 7GB OR HIGHER FOR THE COMPLETION OF THE OUTSTANDING WORKS AT LOGOBATE CLINIC FOR THE DEPARTMENT OF HEALTH, NORTHERN CAPE PROVINCE.** **– BID NUMBER: DOH03NCAR/10/01** On submission of Tender documents, the bidder must submit a signed original bid document in hard copy and one softcopy of the bid document using USB-memory stick / Disc (read only). The bid document softcopy on the USB-memory stick should be indexed the same way as the original bid hard copy document, which can be returned back to the bidder after the evaluation process is completed. **Two-envelope system – not applicable. The following information must be clearly indicated on the envelope: Bid Number; Bid Description; Closing Date and Time; Name of the Company; Contact Person's Name; Contact Person's Email Address; and Contact Person's Cellphone Number.** The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Employer's address: **Northern Cape Regional Office:** **Sanlam Office Park, Block D** **13 Bishops avenue** **Labram** **Kimberley** **8301** Identification details: **Tender No: DOH03NCAR/10/01** **Description: APPOINTMENT OF A CONTRACTOR WITH THE CIDB GRADE OF 7GB OR HIGHER FOR THE COMPLETION OF THE OUTSTANDING WORKS AT LOGOBATE CLINIC FOR THE DEPARTMENT OF HEALTH, NORTHERN CAPE PROVINCE.** Tender offers submitted by facsimile, e-mail or reproduced will be rejected by the Employer. Tender documents must be submitted in an original format as issued by the Employer.

Clause number	BID DATA FOR APPOINTMENT OF A CONTRACTOR WITH THE CIDB GRADE 7GB OR HIGHER FOR THE COMPLETION OF THE OUTSTANDING WORKS AT LOGOBATE CLINIC FOR THE DEPARTMENT OF HEALTH, NORTHERN CAPE PROVINCE.. – BID NUMBER: DOH03NCAR/10/01
F.2.15 F.2.15.1	**Closing Time of Tender** The closing time for submission of tender offers is by no later than ***06 November 2026*** **a 12h00.** **Location of tender box:** **Northern Cape Regional Office:** **Sanlam Office Park, Block D** **13 Bishops avenue** **Labram** **Kimberley** **8301** Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. No late submission will be accepted.
F.2.16 F.2.16.1	**Tender Offer Validity** The bidder is required to hold the bid offer valid for a period of **120 calendar days** *(from the bid closing date)*
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** The bidder is required to submit with his tender a Contractor Registration number issued by the Construction Industry Development Board (CIDB). The bidder is required to submit with his tender the MAAA Number to verify registration with the Central Supplier Database (CSD). The bidder is required to submit with his tender professional registration certificates for the key personnel requested.
F3.5	Two-envelope system – **not applicable**
F.3.1	**Evaluation of Tender Offers** The procedure for the evaluation of a responsive tender will be in terms of the Preferential Procurement Regulations 2022 on a 80/20 preference point system.
F.3.11.3	In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender: In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of– (a) An invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or (b) Any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 80/20 preference point system.

Clause number	BID DATA FOR APPOINTMENT OF A CONTRACTOR WITH THE CIDB GRADE OF 7GB OR HIGHER FOR THE COMPLETION OF THE OUTSTANDING WORKS AT LOGOBATE CLINIC FOR THE DEPARTMENT OF HEALTH, NORTHERN CAPE PROVINCE. – BID NUMBER: DOH03NCAR/10/01
F.3.11.8	**Scoring Preference** **Table 1: Specific goals for the tender and points claimed are indicated per the table below**. *(Note to organs of state: Where either the 80/20 preference point system is applicable, corresponding points must also be indicated as such.* *Note to tenderers: The tenderer must indicate how they claim points for each preference point system.***)**

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

Source Documents to be submitted with the Tender:
In order to claim and be awarded points, the following source documents must be submitted with the bid. Failure to submit any of the below source documents will lead to zero points allocation.

- CIPC Document (Company Registration Document will be required for verification (CIPC DOC) and share certificate if ownership certificate is not indicated on the CIPC)
- Woman (Originally Certified ID Document not older than 6 months)
- Youth (Originally Certified ID Document not older than 6 months)
- People with Disability (Letter from the Dr. Confirming the Disability signed with verifiable contact details)
- Black Ownership (Originally Certified ID Document not older than 6 months)

CSD full report will be used in support of the above mentioned documentation to verify specific goals

F.3.11.9 The quality criteria and maximum score in respect of each of the criteria are as follows:

Criteria	Maximum Points Allocation	Minimum Points
Relevant Previous Experience on completed projects of a similar nature and value in the last ten (10) years (Refer to Form T2.2.2)	30 points	20 points
Signed and stamped client references on the same projects listed above (both Client & Client Representative). Alternatively, Signed and Contactable reference letters from previous clients.	20 points	15 points
Qualifications, Skills and Experience of project key resources.	15 points	11 points
Financial Viability	20 points	15 points
Programme of works	5 points	3 points
OHS Plan	5 points	3 points
Methodology	5 points	3 points
Total	**100 points**	**70 points**
NB: Minimum qualifying functionality threshold is **70 points out 100**		

A. RELEVANT PREVIOUS EXPERIENCE ON COMPLETED PROJECTS OF A SIMILAR NATURE AND VALUE IN THE LAST TEN (10) YEARS (35 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 of building projects in thepast 10 years. Buildings (No points will be allocated for other nature and value of works like Civil Engineering projects, Water and sanitation projects, Transport Projects, Traffic Engineering Projects and all Electrical & Mechanical Engineering projects)

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

i. The bidder shall submit signed appointment letter(s) in the relevant official Client letterhead clearly showing the project value / amount
ii. The bidder shall submit signed proof of project completion (JBCC or other Completion Certificate or letter from the client (client letter head) confirming completion of such a project).
iii. For subcontracted work submit the appointment letter and completion certificate as stated in (i) & (ii) together with the appointment letter and completion certificate for the main contractor

NOTE: Failure to submit any of the above requirements will result 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 7GB & above – Tender Value Limit between R 20 000 001 to R60 000 000)	Similar completed projects (as per CIDB level 6GB – Tender Value Limit between R 10 000 001 to R 20 000 000)	Similar Completed projects (as per CIDB level 5GB – Tender Value Limit between R 6 000 001 to R 10 000 000)	Non-Submission, Irrelevant Evidence, Incomplete Evidence
Project A	7	5	3	0
Project B	7	5	3	0
Project C	7	5	3	0
Project D	7	5	3	0
Project E	7	5	3	0
Points	**35**	**25**	**15**	**0**

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

iv. The bidder shall submit signed appointment letter(s) in the relevant official Client letterhead clearly showing the project value / amount

v. The bidder shall submit signed proof of project completion

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

B. SIGNED CLIENT REFERENCES ON THE SAME PROJECTS LISTED ABOVE (BOTH CLIENT & CLIENT REPRESENTATIVE) OR SIGNED WITH CONTACTABLE REFERENCE LETTERS FROM PREVIOUS CLIENTS (15 POINTS).

Points allocated for client reference **(As per returnable schedule T 2.2.4)** based on previous completed projects as above executed by the bidder in consideration:

Points will be allocated based on:

i. Receipt of signed client references in the forms supplied in this document
or
ii. Favorable client reference letter on their letterhead

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 Assessment by Client			
	Poor	Average	Good	Excellent
Project 1	0	1	2	3
Project 2	0	1	2	3
Project 3	0	1	2	3
Project 4	0	1	2	3
Project 5	0	1	2	3
Total Number of Points	**0**	**5**	**10**	**15**

C. QUALIFICATIONS, SKILLS AND EXPERIENCE OF PROJECT KEY RECOURCES (35 POINTS):

Points allocated for required

i. competencies,
ii. qualifications (i.e degree or diploma)
iii. submission of CV's
iv. submission of relevant certified (not older than 6 months) evidence of qualifications and certificates of allocated Required Key Project Resources.
v. Professional registration within the built environment.

NOTE: Points allocation with submission of all required documentation will be rounded off to thenearest lowest number

Evaluation points will be awarded in terms of the following table A (28 points):

Category	Professional Registration (7 points)	Qualification within the Built Environment (5 points)			Years of experience within the Built Environment (16 points)			
	(Related to Building works, SACPCMP, SACQSP, SACAP, ECSA	Degree or higher	Diploma	National Certificate or similar	10 or above years	5 - 9 years	1 - 4 years	< 1 year
Project / Contract Manager	7	2	1	1	7	5	3	1
Site Agent	Not required	2	2	1	5	4	3	1
Foreman	Not required	1	1	1	4	4	3	1
Total Points	**7**	**5**	**4**	**3**	**16**	**13**	**9**	**3**

Evaluation points will be awarded in terms of the following table B (7 points):

Category	Description	Points
Health and Safety Resource	Professional Registration with SACPCMP (Mandatory)	7
	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.

D. FINANCIAL VIABILITY (15 POINTS):

Points are allocated to contractors who provide at least one of the following verifiable documents:

Description	Points
Recent audited annual financial statements Not older than 12 months with Cash & Cash Equivalent of R5 Million or above signed by an accountant and company Director	**15**
Recent audited annual financial statements Not older than 12 months with Cash & Cash Equivalent of R3 Million or above signed by an accountant and company Director	**10**
Non-Submission: thresholds lower than above	**0**

NOTE: 15 points will be scored if at least one of the required documents listed above. Failure to submit will result in zero points for these criteria.

Quality Formula	WQ=W2 x So/Ms	Formula used to calculate Functionality points	
	W2 =Total evaluation points for functionality as per Scorecard		
	So = Functionality points allocated to the bidder under consideration		
	Ms =Maximum possible score for functionality in respect of a submission		
Minimum points to be scored for Functionality is 70%			

FINANCIAL OFFER/PRICE	**80/20**	Formula 2 Option 1,A=(1-{p-pm/pm})	Formula used to calculate Financial Offer/Price points	
		pm =The comparative Price offer of the mean/average qualifying tenderer		
		p =The comparative offer of the tender under consideration		
	80/20			
METHODOLOGY				
OHS PLAN				
PROGRAMME				

Notes:
1. Bidders are required to score minimum points of 70% for Functionality as stated in the tender data
2. Bidders who fail to meet the required minimum number of points for functionality as stated in the tender data shall be disqualified
3. 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:
a) Project list of similar completed projects

b) Performance and quality reports from clients / consultants
c) Certified certificates of qualification of key staff and CV's including references
d) Traceable References for projects completed
e) Traceable references for suppliers

Clause number	BID DATA FOR APPOINTMENT OF A CONTRACTOR WITH THE CIDB GRADE 7GB OR HIGHER FOR THECOMPLETION OF THE OUTSTANDING WORKS AT LOGOBATE CLINIC FOR THE DEPARTMENT OF HEALTH, NORTHERN CAPE PROVINCE.. – BID NUMBER: DOH03NCAR/10/01
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) / FEM 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 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 one hundred and twenty (120) 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.3.15	**Provide Copies of the Contract** The number of paper copies of the signed contract to be provided by the Employer is one.
F.3.16	**The additional conditions of bid are:** 1 The Employer is not obliged to accept the lowest or any bid.
F.3.17	The bid document must be completed in full using hand and black permanent ink only.

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

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 Cancellation and Re-Invitation of Tenders

F.1.5.1 An Employer may, prior to the award of the tender, cancel a tender if-
a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
b) funds are no longer available to cover the total envisaged expenditure; or
c) no acceptable tenders are received.
d) there is a material irregularity in the tender process.

F.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.

F.1.5.3 An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

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 tendering

F.2.2.1

Accept that, unless otherwise stated in the tender data, 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 complies with requirements.

F.2.2.2

The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

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.

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.

F2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning

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.

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 proofof delivery.

F.2.15 Closing time

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), referencing 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

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the Employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require Employers to conduct the process of offer and acceptance in terms of a set of standard procedure

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the Employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

The activities associated with evaluating tender offers are as follows:

a) Open and record tender offers received
b) Determine whether or not tender offers are complete
c) Determine whether or not tender offers are responsive
d) Evaluate tender offers
e) Determine if there are any grounds for disqualification
f) Determine acceptability of preferred tenderer
g) Prepare a tender evaluation report
h) Confirm the recommendation contained in the tender evaluation report

F3.11.1 General

The Employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified 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:

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Registration of the award

An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the Employer, register and publish the award on the CIDB Register of Projects.

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 | **N/A**

Tenderers are advised that this offer shall NOT **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 Returnable 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.

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 2026 TO 31 MARCH 2027
01 APRIL 2027 TO 31 MARCH 2028

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 be accepted.
Proposed domestic sub-contractors shall take part in the work set aside for 30% Local Participation if possible i

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 dep 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 6.2 Reprint May 2018) 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:

- Clearing of site
- Excavation of footings and pipe trenches
- Painting
- Brickwork

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 authorized 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 IDT 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, not 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 (VAT)

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 apply safety measures to suppress noise and the effects thereof on the construction teams and nearby stakeholders.

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.

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 Councilor.
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 100% of the Building 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 day's 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 Contract Skills Development Goal (CSDG)

The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (Government Gazette, Vol. 694, No. 48491, 28 April 2023), hereinafter referred to as the Standard.

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

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

#	LIST OF RETURNABLE DOCUMENTS	TICK IF ATTACHED
T2.1.1	Invitation to bid (SBD1)	
T2.1.2	Preference Points Claim Form in Terms of PPPFA, Procurement Regulations 2022 (SBD 6.1)	
T2.1.3	Central Supplier Database (CSD) and provide MAAA Number	
T2.1.4	Tax Letter with unique PIN	
T2.1.5	Joint Venture Agreement Between Parties	
T2.1.6	Contractors copy of Company Registration Incorporation	
T2.1.7	CIDB Registration Number	
T2.1.8	Letter of Good standing with Compensation For Occupational And Injuries Dieses Act (COIDA/FEM) Registration Number	
T2.1.9	Company Compulsory Enterprise Questionnaire	
T2.1.10	Bidders disclosure (SBD 4)	
T2.1.11	Authority for signatory	
T2.1.12	Addenda to The Tender Documents	
T2.1.13	Tenderers financial standing	
T2.1.14	Amendments, Qualifications and Alterations	
T2.1.15	Socio economic upliftment strategy	
T2.1.16	Contractors health and safety declaration	

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
T2.2.1	
T2.2.2	Project Experience
T2.2.3	Letters of Appointment, and Relevant Completion Certificates (Practical Completion, Work Completion & Final Completion)
T2.2.4	Client references
T2.2.5	Key Personnel
T2.2.6	Financial Viability

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 for 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:	DOH03NCAR/10/01	CLOSING DATE:	06 NOVEMBER 2026	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A CONTRACTOR WITH THE CIDB GRADE 7GB OR HIGHER FOR THE COMPLETION OF THE OUTSTANDING WORKS AT LOGOBATE CLINIC FOR THE DEPARTMENT OF HEALTH, NORTHERN CAPE PROVINCE.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

IDT Northern Cape Regional Office
Sanlam Office Park, Block D
13 Bishops avenue, Labram
Kimberley
8301

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Yonela Bobani	CONTACT PERSON	Luntu Ndonyela
TELEPHONE NUMBER	N/A	TELEPHONE NUMBER	N/A
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	NCTenders@idt.org.za	E-MAIL ADDRESS	NCTenders@idt.org.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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, 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: ……

T2.1.2 PREFERENCE POINTS CLAIM FORM

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

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

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

a) The applicable preference point system for this tender is the 90/10 or 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goals.

1.1 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of–

(a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

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

Source Documents to be submitted with the Bid or RFQ

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

Source Documents to be submitted with the Bid or RFQ

*CIPC Document (Company Registration Document will be required for verification (CIPC DOC))

*Woman (Originally Certified ID Document)

*Youth (Originally Certified ID Document)

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

*Black Ownership(Originally Certified ID Document)

T2.1.3 CENTRAL SUPPLIER DATABASE

Attached hereto is my / our Central Supplier Database report.

IMPORTANT NOTES:

A full report of the CSD report is required showing all the company details such as, address, Tax Compliance, banking details etc.

T2.1.4 TAX CLEARANCE CERITFICATE

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

In accordance with National Treasury Instruction No. 9 of 2017/18, the IDT will verify the tax compliance status of the recommended bidder prior to the award of the Bid.

Where the recommended bidder is found to be non-compliant with its tax obligations, the IDT will notify the bidder in writing of its non-compliant status and afford the bidder seven (7) working days to submit written proof from the South African Revenue Service (SARS) confirming its tax compliance status, or written proof that the bidder has made an arrangement with SARS to meet its outstanding tax obligations.

The bidder's tax compliance status or proof of such arrangement will be verified by the IDT through the applicable SARS/eFiling or Central Supplier Database (CSD) verification process.

Should the recommended bidder fail to provide the required written proof within the stipulated seven (7) working days, the IDT will reject the Bid.

T2.1.5 JOINT VENTURE AGREEMENT – IF APPLICABLE

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.

T2.1.6 CONTRACTOR'S COPY OF REGISTRATION OF INCORPORATION

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.

T2.1.7 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.

T2.1.8 COPY OF A LETTER OF GOODSTANDING WITH COMPANSATION FOR

OCCUPATIONAL AND INJURIES DISEASES ACT (COIDA OR TENDER LETTER OBTAIN FROM DEPARTMENT OF LABOUR OR FEMA) REGISTRATION CERTIFICATE

Attached hereto is my / our certified copy of A LETTER OF good standing with the Compensation for Occupational Injuries and Diseases, e.g. letter of good standing. My / our failure to submit the certificate with your tender offer will lead to the conclusion that your entity/ company is not registered with COIDA / FEMA. If Joint Venture (JV) attach one for every service provider.

T2.1.9 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:

- ϒ a member of any municipal council
- ϒ a member of any provincial legislature
- ϒ a member of the National Assembly or the National Council of Province
- ϒ a member of the board of directors of any municipal entity
- ϒ an official of any municipality or municipal entity
- ϒ 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)
- ϒ a member of an accounting authority of any national or provincial public entity
- ϒ 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:

- ϒ a member of any municipal council
- ϒ a member of any provincial legislature
- ϒ a member of the National Assembly or the National Council of Province
- ϒ 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)

T2.1.9 COMPULSORY ENTERPRISE QUESTIONNAIRE

- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- 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 the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other 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: ---------- Date: ----------

Name: ---------- Position: ----------

Enterprise name: ----------

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

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

2.2.1 If so, furnish particulars:

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

2.3.1 If so, furnish particulars:

---

3 DECLARATION

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

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

---

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... ….....
Signature Date

....
Position Name of bidder

T2.1.11

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/Ms..... acting in the capacity of..... , was authorized 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: .....

T2.1.12 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 _____

T2.1.13 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 authorized to sign on behalf of the Tenderer)

DATE:_____

T2.1.14 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 attachedto 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 authorized to sign on behalf of the Tenderer) DATE:.....

T2.1.15 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 utilizing the local community resources and labour, and as such preference will be shown to bidders who prioritize 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 familiarize 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.

T2.1.16 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 authorized to sign on behalf of the Tenderer)

DATE:_____

T2.2.1 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)

T2.2.2 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 tenderers are to complete the "Project Experience" schedule below and attach thereto copies of (a) Letters of Appointment, and (b) all the relevant Completion Certificates (practical completion, work completion & final completion)

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

PROJECT NAME and CLIENT	BRIEF PROJECT DESCRIPTION	PROJECT VALUE (Incl VAT)	START DATE	COMPLETION DATE
D.				
E.				

T2.2.3 EVALUATION SCHEDULE: LETTERS OF APPOINTMENT, AND RELEVANT COMPLETION CERTIFICATES (PRACTICAL COMPLETION, WORK COMPLETION & FINAL COMPLETION)

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

T2.2.4 EVALUATION SCHEDULE: CLIENT REFERENCES

EVALUATION SCHEDULE: EXPERIENCE ON BUILT ENVIRONMENT PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Employer Reference Scorecards" will be completed by each of the respective Employers for the projects listed in the "Relevant Experience" returnable schedule. *(Bidder to make copies for each disciplines)*

REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A BUILT ENVIRONMENT PROJECTS FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer or Employers Agent and is to be supported in each case accompanied by a Signed and Stamped Reference (in the form issued to the bidder)

Note: Bidders are strongly encouraged to use the provided template to ensure a full and fair evaluation. Should bidders opt to submit their own format, they are advised that their Client Reference Letters will be evaluated to a maximum of 2 points for the five projects per discipline.

PROJECT A:

Type of Project, e.g. (new school, renovation of clinic): .....

Employer:.....

Contract Amount:.....

Contract Duration:.....

Actual Contract Duration:.....

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Excellent	3	
Good	2	
Average	1	
Poor	0	

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

.....

Employer's contact person: .....

Telephone: .....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature:..... **Date**:.....

STAMP

T2.2.4 EVALUATION SCHEDULE: CLIENT REFERENCES

EVALUATION SCHEDULE: EXPERIENCE ON BUILT ENVIRONMENT PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Employer Reference Scorecards" will be completed by each of the respective Employers for the projects listed in the "Relevant Experience" returnable schedule. *(Bidder to make copies for each disciplines)*

REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A BUILT ENVIRONMENT PROJECTS FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer or Employers Agent and is to be supported in each case accompanied by a Signed and Stamped Reference (in the form issued to the bidder)

Note: Bidders are strongly encouraged to use the provided template to ensure a full and fair evaluation. Should bidders opt to submit their own format, they are advised that their Client Reference Letters will be evaluated to a maximum of 2 points for the five projects per discipline.

PROJECT B:

Type of Project, e.g. (new school, renovation of clinic): .....

Employer:.....

Contract Amount:.....

Contract Duration:.....

Actual Contract Duration:.....

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Excellent	3	
Good	2	
Average	1	
Poor	0	

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

.....

Employer's contact person: .....

Telephone: .....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature:..... **Date**:.....

STAMP

T2.2.4 EVALUATION SCHEDULE: CLIENT REFERENCES

EVALUATION SCHEDULE: EXPERIENCE ON BUILT ENVIRONMENT PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Employer Reference Scorecards" will be completed by each of the respective Employers for the projects listed in the "Relevant Experience" returnable schedule. *(Bidder to make copies for each disciplines)*

REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A BUILT ENVIRONMENT PROJECTS FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer or Employers Agent and is to be supported in each case accompanied by a Signed and Stamped Reference (in the form issued to the bidder)

Note: Bidders are strongly encouraged to use the provided template to ensure a full and fair evaluation. Should bidders opt to submit their own format, they are advised that their Client Reference Letters will be evaluated to a maximum of 2 points for the five projects per discipline.

PROJECT C:

Type of Project, e.g. (new school, renovation of clinic): .....

Employer:.....

Contract Amount:.....

Contract Duration:.....

Actual Contract Duration:.....

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Excellent	3	
Good	2	
Average	1	
Poor	0	

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

.....

Employer's contact person: .....

Telephone: .....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature:..... **Date**:.....

STAMP

T2.2.4 EVALUATION SCHEDULE: CLIENT REFERENCES

EVALUATION SCHEDULE: EXPERIENCE ON BUILT ENVIRONMENT PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Employer Reference Scorecards" will be completed by each of the respective Employers for the projects listed in the "Relevant Experience" returnable schedule. *(Bidder to make copies for each disciplines)*

REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A BUILT ENVIRONMENT PROJECTS FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer or Employers Agent and is to be supported in each case accompanied by a Signed and Stamped Reference (in the form issued to the bidder)

Note: Bidders are strongly encouraged to use the provided template to ensure a full and fair evaluation. Should bidders opt to submit their own format, they are advised that their Client Reference Letters will be evaluated to a maximum of 2 points for the five projects per discipline.

PROJECT D:

Type of Project, e.g. (new school, renovation of clinic): .....

Employer:.....

Contract Amount:.....

Contract Duration:.....

Actual Contract Duration:.....

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Excellent	3	
Good	2	
Average	1	
Poor	0	

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

.....

Employer's contact person: .....

Telephone: .....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature:..... **Date**:.....

STAMP

T2.2.4 EVALUATION SCHEDULE: CLIENT REFERENCES

EVALUATION SCHEDULE: EXPERIENCE ON BUILT ENVIRONMENT PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Employer Reference Scorecards" will be completed by each of the respective Employers for the projects listed in the "Relevant Experience" returnable schedule. *(Bidder to make copies for each disciplines)*

REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A BUILT ENVIRONMENT PROJECTS FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer or Employers Agent and is to be supported in each case accompanied by a Signed and Stamped Reference (in the form issued to the bidder)

Note: Bidders are strongly encouraged to use the provided template to ensure a full and fair evaluation. Should bidders opt to submit their own format, they are advised that their Client Reference Letters will be evaluated to a maximum of 2 points for the five projects per discipline.

PROJECT E:

Type of Project, e.g. (new school, renovation of clinic): .....

Employer:.....

Contract Amount:.....

Contract Duration:.....

Actual Contract Duration:.....

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Excellent	3	
Good	2	
Average	1	
Poor	0	

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

.....

Employer's contact person: .....

Telephone: .....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature:..... **Date**:.....

STAMP

T2.2.5 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: CURRICULUM VITAE OF KEY PERSONNEL (COMPULSORY)

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

CV FOR CONTRACTS OR PROJECT MANAGER

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

Certification:

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

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

(of person authorized to sign on behalf of the Tenderer) DATE:.....
(OWNER OF THE CV)

EVALUATION SCHEDULE: CV FOR SITE AGENT

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:**
Employment Record: _____ _____ _____ _____ _____ _____ _____		
Experience Record Pertinent to Required Service: _____ _____ _____ _____ _____		

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:**
Employment Record: _____ _____ _____ _____ _____ _____ _____		
Experience Record Pertinent to Required Service: _____ _____ _____ _____ _____ _____		

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

EVALUATION SCHEDULE: CV FOR HEALTH AND SAFETY OFFICER

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:**
Employment Record: _____ _____ _____ _____ _____ _____ _____		
Experience Record Pertinent to Required Service: _____ _____ _____ _____ _____ _____		

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

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:

APPOINTMENT OF A CONTRACTOR WITH THE CIDB GRADE 7GB OR HIGHER FOR THE COMPLETION OF THE OUTSTANDING WORKS AT LOGOBATE CLINIC FOR THE DEPARTMENT OF HEALTH, NORTHERN CAPE PROVINCE – BID NUMBER: DOH03NCAR/10/01

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 authorised, 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

.....

SIGNATURE(S) OF AUTHORISED BIDDERS(S)

NAME: .....

CAPACITY: .....

DATE: .....

ADDRESS .....

.....

.....

CONTACT:: .....

.....

WITNESSES

3. ……..

4. ……..

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.

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

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

1 Subject . . . . . .

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C1.2 CONTRACT DATA

C1.2 Contract Data for BID NO: DOH03NCAR/10/01

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 contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.48491 of 28 April 2023.

The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction works Contracts Gazette Notice No.36190 of 25 February 2013

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 QUANTITES**" 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 patent'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]

Clause	Amendments
4.0	**CESSION AND ASSIGNMENT** Clause 4.2 deleted and replaced with the following: - **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:-

Clause	Amendments
	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 aware of such event pending procurement of a replacement agent through normal Employer's SCM processes.
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**. (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**.

Clause	Amendments
	(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 fulfillment 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** C**onstruction 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: 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.

Clause	Amendments
	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 detailto 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: Delete clause 14.1.5 Amend clause 14.3 to read as follows:-
Clause	**Amendments**
	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 issuea 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. 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.

Clause	Amendments
	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. Amend Clause 25.0 by adding the following sub clauses under clause 25.1:
Clause	**Amendments**
	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. *The Employer cannot reject a certificate once the Employer signs it.* 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.

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**. 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.

Clause	Amendments
	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 **Contracto**r 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 contact value within twenty (20) working days of receipt of such details.
27.0	**RECOVERY OF EXPENSE AND/OR LOSS** 27.1.4. 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: 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.
Clause	**Amendments**
	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

Contract Agreement

Clause Number	Contract Agreement
41.0	**41.0 POST TENDER PROVISIONS** 41.1 All information provided in this section requires consultation with the **parties** to the **agreement**. 41.2 The completed **Contract Data - Employer** and **Contractor data - Contractor** addenda and such other pertinent documents as listed below shall form part of this **agreement**: 41.3 The dispute resolution body selected by the **parties** is: **THE ASSOCIATION OF SOUTH AFRICAN ARBITRATORS** 41.4 The **Employer** shall provide a **Payment Guarantee** *(amount)* **N/A** 41.5 An annual building industry holiday period is applicable *(yes/no)* **YES** 41.6 Further provisions and information agreed by the parties: _____ _____ _____ _____
42.0	**42.0 CONTRACTUAL AGREEMENT** 42.1 This **agreement** is the entire (special conditions?) contract between the **parties** regarding the matters addressed herein. No representations, terms, conditions or warranties not contained in this **agreement** shall be binding on the **parties**. No agreement or addendum varying, adding to, deleting or terminating this **agreement** including this clause shall be effective unless reduced to writing and signed by the **parties.** 42.2 **Contracting Parties** (1) **Employer** : **THE INDEPENDENT DEVELOPMENT TRUST** Physical Address : **NORTHERN CAPE PROVINCE** **Sanlam Office Park, Block D** **13 Bishops avenue** **Labram** **Kimberley** **8301** E-mail : LuntuN@idt.org.za TAX / Vat Registration no : 458 014 7876

Clause Number	Contract Agreement
	(2) **Contractor** : Physical Address : Telephone : Fax : E-mail : TAX / Vat Registration no : 42.3 The accepted contract sum (inclusive of tax) *(amount)* [ ] (In words) _____ _____ _____ 42.4 Signature of the contracting **parties**: Thus done and signed at_____on _____ _____ Name of signatory _____ For and on behalf of the **Employer** whoby signature hereof warrants authorisation hereto _____ Capacity of signatory _____ As Witness (1) Thus done and signed at_____on _____ _____ Name of signatory _____ For and on behalf of the **contractor** who by signature hereof warrants authorisation hereto _____ Capacity of signatory _____ As Witness (2)

Clause Number	Contract Agreement
	Details of Witness (1) Name: _____ Address: _____ _____ _____
	Details of Witness (2) Name: _____ Address: _____ _____ _____

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.

a) 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.

b) 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

c) LOCAL ENTERPRISE

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

d) TRAINING

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

e) 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.

f) 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 live school environment 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."

g) 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.

h) 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.

i) 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..... on this the ..... day of..... **2026**

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..... on this the ..... day of..... **2023**

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 authorized hereto.

C1.3 FORM OF GUARANTEE

C1.3 FORM OF GUARANTEE

APPOINTMENT OF A CONTRACTOR WITH THE CIDB GRADE 7GB OR HIGHER FOR THE COMPLETION OF THE OUTSTANDING WORKS AT LOGOBATE CLINIC FOR THE DEPARTMENT OF HEALTH, NORTHERN CAPE PROVINCE..– BID NUMBER: DOH03NCAR/10/01

Contract No.: .....

WHEREAS **INDEPENDENT DEVELOPMENT TRUST** (hereinafter referred to as "the Employer") entered into, a Contract with _____ (hereinafter called "the Contractor") on the_____day of _____ 20____for the construction of_____at

_____

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security 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.

6. **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 authorized 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:

APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF THE OUTSTANDINGN WORKS AT LOGOBATE CLINIC FOR THE DEPARTMENT OF HEALTH, NORTHERN CAPE PROVINCE.– BID NUMBER: DOH03NCAR/10/01

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

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2: PRICING DATA

C2.1 Pricing Instructions

1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Seventh Edition, 2015. Where applicable the:

a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
b) Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).

2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, **(Edition 6.2 Reprint May 2018) as amended in the IDT's SPECIAL CONDITIONS OF PRINCIPAL CONTRACT**. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables areas stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

3 Preliminary and general requirements are based on the various parts of the JBCC Series 2000 Preliminaries as prepared by the Joint Building Contracts Committee, **(Edition 6.2 Reprint May 2018) as amended in the IDT's SPECIAL CONDITIONS OF PRINCIPAL CONTRACT**. The additions, deletions and alterations to the various parts of the JBCC Series 2000 Preliminaries as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).

5 The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

6 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.

7 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

8 The rates contained in the Bills of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed.

9 Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.

10 An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

11 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

12 The Contract Data and the standard form of contract referenced therein must be studied for the fullextent and meaning of each and every clause set out in Section 1 (Preliminary and General) ofthe Bills of Quantities

13 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.

14 The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.

15 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.

16 The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:

a) an amount which is not to be varied, namely Fixed (F)
b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).

17 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:

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

18 The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount

for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

19 Payment for items, which are designated to be constructed under labour-intensively, will not be made unless they are constructed using labor-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

20 The tenderer is to acquaint himself as to the specific requirements of this tender as contained in additional. clauses A1 to A6 to the JBCC Principal Agreement as incorporated in the Contract Data. These clauses may be priced under the relevant Preliminaries items in SECTION C: SPECIFIC PRELIMINARIES of the Preliminaries Bill. No claim will be entertained due to the failure of the tenderer to allow for these requirements

21 The contractor shall determine the contract skills participation goals, expressed in Rand, which shall not be less than the contract amount multiplied by a percentage factor given in Table 2 in the Standard for the applicable class of construction works. This is indicated by the percentage factor in the Final Tender Summary section. Minimum Contract Skills Development Goal (CSDG) sum = General Building GB (0.50%) x Subtotal of the tender amount

Table 2: Contract skills development goals for different classes of engineering and construction works contracts

Class of construction works as identified in terms of Regulation 25(3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	**Description**	
CE	Civil engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

Example 1: The contract amount for an engineering and construction works contract in the GB class of construction works is R65,7m. The contract skills development goal in Rands is R65,7m x 0.5% = R328 500.

22 The Employer shall determine the amount to be paid to the Enterprise Development Co-Ordinator for the Contract Participation Goal (CPG) on the contract and this amount shall be stated under the section Enterprise Development as a Provisional Sum in the Preliminaries and Generals (P&G's).

The contractor shall be paid as follows: These are recommended rates, client may change depending on the location of the project, complexity etc.). These rates must be stated by the client in the P&Gs so that all tenderers have the same rate and not result in a tenderer being disadvantaged.

Needs analysis and enterprise development plan per Targeted Enterprise – R5 000.00 (Ten thousand rands) per targeted enterprise.

Mentoring and interim reporting per Targeted Enterprise - R20 000.00 (twenty thousand rands) per quarter; and

Project completion report per Targeted Enterprise - R5 000.00 (five thousand rands) per targeted enterprise.

23 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.

24 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.

25 **Payment to the contractor to accommodate Part/Full Occupational qualification and Tradequalifications**

The Employer shall include the following statement in the pricing assumptions:
The contractor shall apportion the learners in the different construction activities based on the scope of work.
The cost of accommodating learners will be determined by using Table 3 in theStandard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill ofQuantities/Pricing schedules/Activity schedule.

26 **Payment to the contractor for supervision and mentoring Part/Full Occupational qualification and Trade qualifications learners**

The Employer shall make no provision for an additional payment item for the payment of the supervisor and/or mentors for the provision of training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule for the training of part/full time occupational learners and/or trade qualification learners.

C2.2 BILL OF QUANTITIES

C3 SCOPE OF WORKS

C3.1 Scope of Work

1) DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The scope of works is Completion of the outstanding works at Logobate Clinic.

The Employer may include the following statement in the tender documents should the Employer wish to have specific training carried out as an objective of the project: One of the objectives of the project is to training ether of the following: (occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates)

The objective of the project is to provide for a minimum contract participation goal (CPG) of 5% of the total project value and to develop targeted enterprise by the main or lead partner contractors.

The Contractor shall:

- Subcontract a minimum of 5% of the total project value to targeted enterprises;
- Perform needs analysis on the targeted enterprise to identify developmental goals;
- Provide internal mentorship support to improve the targeted enterprise/s performance;
- Develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas to the CIDB Competence Standard for Contractors Gazette No. 41237, 10 November 2017
- Monitor and report the progress of the agreed development areas with the targeted enterprise/s
- Submit a project completion report to the Employer's representative for each targeted enterprise.

The Contractor shall provide opportunities to learners requiring structured workplace learning using one or a combination of any of the Skills Methods as agreed: accommodate Part/Full Occupational qualification (Method 1), Trade qualifications learners (Method 2),train Work Integrated Learners – P1 and P2 Learners (Method 3) and/or Professional Candidates (Method 4) as indicated in the CIDB Standard and as agreed to by the Employer on this project (Employer to stipulate)

The Contractor may only place 33% employees employed by him/her or that of his/her subcontractor contributing to the CSDG.

The Contractor shall achieve the measurable CSDG by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the Skills Methods as agreed: accommodate Part/Full Occupational qualification (Method 1), Trade qualifications learners (Method 2), Work Integrated Learners (Method 3) and/or Candidates (Method 4) as per the CIDB Standard in relation to work directly related to the Contract as indicated under clause 4.2 and 4.3 in the cidb Standard. (Employer to stipulate).

The Contractor shall ensure that all beneficiaries of the Standard are registered with CIDB Skills Development Agency (SDA).

The Contractor shall be responsible for developing subcontractors in accordance with

the CIDB Standard for Indirect Targeting for Enterprise Development.

The Contractor shall be responsible for the appointment of the Enterprise Development Coordinator.

1.2 Overview of the works

C3.1 Refurbishment of the existing buildings

C3.2 Construction of additional facilities.

C3.3 New bulk service connections.

C3.4 Electrical and mechanical upgrades.

C3.5 External works and civil infrastructure.

1.3 Labour-intensive works

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work

1.4 Extent of the works

The extent of the works shall comply with the Employer's requirements as outlined on the drawings listed on 2.4 below

1.5 Location of the works

Works will be executed in an approved stand/erf/portion as described in the tittle deed and delimited in the surveyor general diagram LOGOBATE CLINIC:

The location of the Logobate Primary Health Facility is at 27°10'35.46"S, 23°24'27.82"E in the John Taolo Gaetsewe District, Joe Morolong Local Municipality. The immediate context mainly consists of informal residential structures which are positioned randomly apart in an arid landscape.

1.6 Temporary works

The Contractor shall provide, erect, maintain and remove on completion of the works, a temporary office to be used by Principal Agent when they are onsite and project meetings which should include ablution, parking, eating area, etc. as may be deemed necessary for project use. The location of the Contractor's facilities shall be pre-approved by the Principal Agent before site establishment. In his office there must be kept a copy of all working drawings suitably mounted, a copy of the contract documents in a good and orderly condition, the site instruction and site diary books and any specification referred to in the contract documents.

2) ENGINEERING

2.1 Design services

The design responsibility shall be allocate as follows:

Works designed by ..... Employer

Temporary works ..... Contractor

Preparation of as-built drawings ..... Contractor

2.2 Employer's design

The Employer will be responsible for the design of the permanent works unless otherwise stated. The Contractor is responsible for the design of the temporary works and their compatibility with the permanent works.

2.3 Design brief

The Employer and the Employer's design agent will be responsible for the design of the permanent works unless otherwise stated. The Contractor will be required to submit as-built drawings.

- Construction breaks and the extent of individual concrete pours
- Routing of and junctions in all services
- Salient features for the operation and maintenance of services

and to be submitted to the following Employer's required format and manner:

- A paper copy complete with approval signatures of the agent/agents bound into the operating instruction manuals
- Tiff format scanned versions of the approved paper copy
- Electronic version of approved drawings on CD in either Caddie.drw or Autocad.dwg formats

2.4 Drawings

The following drawings are applicable to the contract:

Drawing number	Title
Architectural	
Civil	
Structural	

Electrical

Mechanical

3) PROCUREMENT

3.1 Subcontracting

3.1.1 Scope of mandatory subcontract work

As per the mandatory sub-contracting clause, the Contractor must not sub-contract more than 30%, 10% of which should be allocated to the IDT CDP contractors between 1GB and 4GB (list per cluster will be provided upon appointment).

The Contractor shall without delay enter into contracts with the Domestic Subcontractors as submitted on the returnable schedule and forward a copy of these agreements to the Principal Agent. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.
The Contractor to take note of item 3.2.2 below

3.1.2 Preferred subcontractors / suppliers

3.1.3 Subcontracting procedures

See items 3.2.1 and 3.2.2 as well as BID data

3.1.4 Attendance on subcontractors

Attendance to Domestic Sub-contractors as stated above should be priced under the relevant items in the Preliminaries section of the bills of quantities. Attendance to nominated sub-contractors should be priced under the relevant items in the Provisional Sums section of the bills of quantities.

3.2 CIDB B.U.I.L.D. Programme

The contractor must comply with the Department of Public Works and Infrastructure General Notice 1779 of 2023 as per Construction Industry Development Board (CIDB) for achieving the standards for delivery skills for infrastructure contracts 31 March 2023.

4) CONSTRUCTION

4.1 Works specification

The works specifications that are applicable to the works are attached to the bid document as well as other recognized specifications obtainable on request from the Employer:

- Applicable SANS 2001 standards
- Applicable national and international standards
- Particular / generic specifications

5) MANAGEMENT

5.1 Management of the works

5.1.1 Planning and programming

The Contractor shall submit within the period stated in the Contract Data a suitable and realistic construction programme for the consideration of the Principal Agent.

5.1.2 Recording of weather

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

5.1.3 Unauthorized persons

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

5.1.4 Key personnel

The Contractor shall submit an organogram indicating all key personnel involved in this contract as well as their telephone or cell phone numbers. This information should be available within 2 (two) weeks after the award of the contract.

5.1.5 Management meetings

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

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

5.1.6 Forms for contract administration

All contract administration forms must be in the manner prescribed by the JBCC as well as the scope of work

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

5.1.7 Payment certificates

The Contractor to ensure that the VAT invoice required with each certificate is delivered timeously. The date of the certificate will be that of the date when the certificate is received by the consultant.

The Contractor to ensure timeous submission of all required documentation for the expedient processing of payment certificates, as required by the client, eg BAS entity forms, company registration details, VAT clearance certificates, etc. The Contractor is responsible for such documentation submission.

5.1.8 Daily records

The Contractor shall provide an A4 triplicate book to be used as a Daily Diary book for the duration of the contract. The Principal Agent shall retain the original sheet and the

Contractor shall retain the first copy of each sheet. The second copy of each completed sheet shall be left in the Daily Diary Book. The diary shall be completed on a daily basis.

In addition to this the Contractor shall provide an A4 size triplicate book to act as a Site Instruction book. The Principal Agent shall retain the original and the Contractor shall retain the first copy of each sheet. The second copy of each completed sheet shall be left in the Site instruction book. Only the Principal Agent and/or delegated representative will have the authority to issue Site Instruction to the Contractor.

5.2 Contract Skills Development Goal (CSDG)

The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates' (delete that which is not applicable) progress, site attendance, hours worked and other relevant information as required by the Standard.

The successful contractor shall provide the required number of appropriately qualified mentors to the maximum number of part/full occupational qualification learners, trade qualification learners, work integrated learners in the proportion as specified in the Standard.

The successful contractor shall provide a supervisor to manage the training of the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates (delete that which is not applicable).

The successful contractor shall submit to the Employer's representative a baseline training plan in the specified format (Pro-forma A2) for the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates (delete that which is not applicable) within 30 days of start of the contract.

The successful contractor shall submit to the Employer's representative project interim report in the specified format (Pro-forma A3) on the progress of each of part/full occupational qualification learner, trade qualification learner, work integrated learner, candidate (delete that which is not applicable) every three months.

The successful contractor shall submit to the Employer's representative the names and particulars in the specified format (Pro-forma A4) of the supervisor, mentors for the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) within 30 days of start of the contract.

The successful contractor shall keep a daily record of all the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates on site and their daily activities and shall be made available to the Employer's representative on request.

The successful contractor shall submit to the Employer's representative the reports on the progress and status of the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) with the monthly invoice for the payment certificate.

The successful contractor shall have health and safety inductions for all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable).
The successful contractor shall conduct entry and exit medical tests of all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable).
The successful contractor shall provide personal protective equipment (PPE) to all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) at the start of their employment on site.

Annexes
List by title
A1. List of cidb accredited SDAs
A2. Baseline training plan
A3. Project interim report
A4. Supervisor and / or mentor details
A5. Project completion report.

5.3 Annexures

ANNEXURE A

ARCHITECTURAL DRAWINGS

ANNEXURE B

CIVIL AND STRUCTURAL DRAWINGS

ANNEXURE C

ELECTRICAL AND MECHANICAL DRAWINGS

C4 SITE INFORMATION

2) DESCRIPTION OF THE WORKS

1.1 THE SITE

The Clinic is located 40 km from Kuruman on the Seoding gravel road in the Northern Cape. The location of the Logobate Primary Health Facility is at 27°10'35.46"S, 23°24'27.82"E in the John Taolo Gaetsewe District, Joe Morolong Local Municipality. The immediate context mainly consists of informal residential structures which are positioned randomly apart in an arid landscape.

1.2 WORK AREA

The working area is the area within the boundaries

1.3 ACCESS

The contractor to arrange temporary access to the site.

1.4 GENERAL - Restrictions on site

Whilst there are no known restriction on site, the Contractor is to seek confirmation from the Principal Agent before any site establishment.

ADDENDUM A

Occupational Health and Safety Regulations

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. ..... 7 February 2014

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

CONSTRUCTION REGULATIONS, 2014

The Minister of Labour has under section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), after consultation with the Advisory Council for Occupational Health and Safety, made the regulations in the Schedule.

ADDENDUM A

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
Regulation 3 of the Construction Regulations, 2014

NOTIFICATION OF CONSTRUCTION WORK

1.(a) Name and postal address of principal contractor:

_____

(b) Name and tel. no of principal contractor's contact person:

_____

2. Principal contractor's compensation registration number: _____

3.(a) Name and postal address of client:

_____

(b) Name and tel no of client's contact person or agent:

_____

4.(a) Name and postal address of designer(s) for the project:

_____

(b) Name and tel. no of designer(s) contact person:

_____

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1). _____

6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6.(2).

_____

7. Exact physical address of the construction site or site office:

_____

8. Nature of the construction work:

_____

_____

_____

9. Expected commencement date: _____

10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site.

_____

12. Planned number of contractors on the construction site accountable to principal contractor:

_____

13. Name(s) of contractors already chosen.

_____

_____

_____

_____ _____

Principal Contractor Date

_____ _____

Client Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

ADDENDUM B

Occupational Health and Safety Specification

THE COMPLETION OF FOR THE OUTSTANDING WORKS AT LOGOBATE CLINICTHE DEPARTMENT OF HEALTH, NORTHERN CAPE PROVINCE

INDEPENDENT DEVELOPMENT TRUST

(Hereinafter referred to as the Employer)

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

This specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this Specification.

INDEPENDENT DEVELOPMENT TRUST (NORTHERN CAPE OFFICES)
Sanlam Office Park, Block D
13 Bishops avenue
Labram
Kimberley
8301

ADDENDUM "A"

PRO-FORMA AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT 1993

PRO-FORMA AGREEMENT IN TERMS OF

OCCUPATIONAL HEALTH AND SAFETY ACT 1993 – SECTION 37 (2)

NEW CONSTRUCTION SAFETY REGULATIONS

The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2014 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

(a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer's Health and Safety Specifications included in the contract documents.

(b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer's Health and Safety Specifications included in the contract documents will be complied with in all respects.

(c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.

(d) 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 set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.

(e) The Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of 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 Contract.

(f) Forward "safety meeting" minutes to the representative/Agent.

For the Employer: _____ Date: _____

Witnesses: 1) : _____ 2) _____

For the Contractor: _____Date: _____

Witnesses: 1) : _____ 2) _____

ADDENDUM “B”

NOTIFICATION OF CONSTRUCTION WORK

NOTIFICATION OF CONSTRUCTION WORK
(Regulation 3 of the Construction Regulations, 2014)

1. CONTRACTOR

1.1 Name and postal address of Contractor:

_____
_____
_____

1.2 Name and telephone number of Contractor's contact person :

_____

1.3 Contractor's compensation registration number :

_____

1.4 Name and telephone number of Contractor's Construction Supervisor :

_____

1.5 Physical address of the construction site or site office:

_____
_____
_____

1.5 Estimated number of persons on the construction site:

_____

1.6 Estimated number of Subcontractors on the construction site accountable to the Contractor:

_____

2. EMPLOYER

2.1 Name and postal address of Employer :

_____
_____
_____

2.2 Name and telephone number of Employer's Principal Agent:

3. DESIGN CONSULTANTS

3.1 Name and postal address of OHS consultants:

3.1.1 Occupational Health and Safety

To be advised

3.1.2 Other (if any):

3.2 Name and telephone number of design consultant's contact person:

3.2.1 Construction project managers/ Principal Agent:

3.2.2 Architects:

3.2.3 Structural engineer :

3.2.4 Electrical engineer:

3.2.5 Mechanical engineer:

3.2.6 Civil engineer:

3.2.7 Other (if any):

4. THE WORKS

Nature of the works:

Commencement date:

Completion date:

Contractor: _____ Date: _____

Employer: _____ Date: _____

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

ALL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER CONTRACTOR ON THE SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

ADDENDUM C

Environmental Management Plan

TO BE PROVIDED BY THE SUCCESSFUL BIDDER

ADDENDUM I

Drawings

ADDENDUM J

IDT Addendum to the JBCC

ADDENDUM

To the

THE JBCC PRINCIPAL BUILDING AGREEMENT

NAME OF PROJECT: ----------

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 … ..... (hereinafter referred to as "Main 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 BID, Standard Conditions of BID, Special Conditions of BID 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 means 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 30 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.

6 TAX COMPLIANCE MEAUSRES

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 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 prior to making any payment to the Contractor, should it become aware that the tax clearance corticated 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 complaint 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 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 BID 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

8.4 BID, 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 arty 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 other Employer will be entitled to terminate the Agreement on written notice.

Signed at ..... on this the ..... day of..... **202.....B.**

AS WITNESSES:

A. _____ _____

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

B. _____ _____

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

Signed at ..... on this the ..... day of..... **202...**

AS WITNESSES:

C. _____

D. _____ _____

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