



# INDEPENDENT DEVELOPMENT TRUST

## VOLUME 1 of 2

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

**ACCELERATED SCHOOLS INFRASTRUCTURE DELIVERY INITIATIVE  
PROGRAMME**

**CONSTRUCTION OF NEW SPORTSFIELD FOR CALEDON PARK SCHOOL,  
FICKSBURG, FREE STATE PROVINCE**

**TENDER NO: IDTFS-ASIDI-CAL-CON24**

**TENDER CLOSING DATE: 21 October 2024 @ 12H00**

### Independent Development Trust

46 Second Avenue  
Westdene  
Bloemfontein  
9301

Contact: (051) 430 0011  
Name: Mr Kwanda Mzobe (SCM)  
E-mail: [KwandaM@idt.org.za](mailto:KwandaM@idt.org.za)

46 Second Avenue  
Westdene  
Bloemfontein  
9301

Contact: (051) 430 0011  
Name: Mr Lefa Makoti (Technical)  
E-mail: [LefaM@idt.org.za](mailto:LefaM@idt.org.za)

**Bidder:** .....

**CIDB Registration Number:** ..... 5GB (GENERAL BUILDING) OR HIGHER

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

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

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

.....

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

**INDEPENDENT DEVELOPMENT TRUST**

**CONSTRUCTION OF NEW SPORTSFIELD FOR CALEDON PARK SCHOOL,  
FICKSBURG, FREE STATE PROVINCE**

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

On behalf of the Department of Basic Education, the Independent Development Trust, invites bidders for the **PROPOSED CONSTRUCTION OF NEW SPORTSFIELD FOR CALEDON PARK SCHOOL, FICKSBURG, FREE STATE PROVINCE**

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

- CIPC Document including share certificates of the Director's who appear on the CIPC document
- Certified copies of ID Documents for Director's of the company
- Proof of CIDB registration - **Grade 5 GB or higher**
- Copy of the certified valid tax clearance with Tax Compliance Pin certificate (TCC)
- Proof of Central Supplier Database (CSD) registration
- Valid Letter of Good standing i.e COIDA Certificate from DOL / RMA / FEM
- Completion of SBD 1, 4, 6.1 in **full**
- Completion of form of offer in the tender document in **full**
- Completion of Bill of Quantities in **full**
- Copy of the Joint venture agreement signed by both parties (where applicable including apportionment of the JV)
- Copy of Consolidated CIDB registration - **Grade 5 GB or higher** for Joint Venture parties
- Copy of Consolidated CSD for Joint Venture parties
- Recent/Latest Three Year Signed Annual Financial Statements or signed & stamped bank rating letter by certified banker
- Proof of Attendance of the Compulsory Site Briefing Meeting (originally signed briefing certificate)

***Bidder's are required to provide electronic copies of all mandatory documents listed above on a memory stick.***

**Note:** Failure to submit any of the above documents / requirements shall result in immediate disqualification of the bid.

- Failure to complete and sign any designated spaces in the bid document shall result in immediate disqualification of the bid.
- If any of the Directors are listed on the Register of Defaulters, it shall result in the disqualification of the bid

If any of the Directors are in the employment of the State, it shall result in the disqualification of the bid.

- The bid shall be subjected to 30% Sub-contracting in line with the IDT SCM Policy that tenderers must sub-contract a minimum of 30% of the value of the contract to:
  - Women
  - Youth
  - People with Disabilities
  - Black People



**Note: Should the bidder subcontract more than one bidder, the consolidated percentage must equate to 30% allocated for subcontracting. 30% subcontracting is a Condition of Tender. The bidders must select sub-contractors from the CIDB who are registered on CSD**

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

**Stage 1:**

| Criteria                                                             | Points Allocation |
|----------------------------------------------------------------------|-------------------|
| Proof of experience in building projects (i.e. building works)       | 35 points         |
| Signed and stamped client reference schedule                         | 10 points         |
| Qualified professional staff in the civil/building engineering field | 15 points         |
| Proof of plant ownership/ plant lease agreement/ hire arrangements   | 10 points         |
| Detailed project programme with timelines                            | 10 points         |
| Financial viability                                                  | 20 points         |
| <b>Total</b>                                                         | <b>100 points</b> |
| NB: Minimum qualifying threshold <b>70% (70 points)</b>              |                   |

**Stage 2:**

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

The IDT will first conduct a risk assessment were necessary on bidder(s) who obtained a minimum threshold of 70% (i.e 70 points) in the functionality stage before the application of 100 pricing criteria. Bidders are requested to price each line item of the Bills of Quantities (BOQ). Should the bidder be deemed too risky to complete the project based on the QS's risk assessment report, they will be eliminated and not be considered for 100 pricing points evaluation criteria in line with the Preferential Procurement Policy Framework Act (PPPFA of 2000) Regulation of 2022

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

Specific goal points are allocated as follows:

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

A compulsory site briefing / clarification meeting **will be held on Thursday the 10th of October 2024 at 10h00 on site, Caledon Park Primary School, Erf 387 & 389, Caledon Street, Caledon Park, Ficksburg, 9730, Co-ordinates: -28.88611111, 27.88555556**

**Note:** Bidders are requested and encouraged to arrive 15 minutes or earlier before the commencement of the briefing session at 10h00. No late arrivals will be allowed in the briefing meeting. (i.e later than 10h30).

Tenderers must attend the briefing meeting with the original bid document for signing of the briefing certificate and must sign a compulsory briefing attendance register in the name of the tendering entity. Addenda if any, will be issued only to tenders appearing on the attendance register.

The Bid Advert and Documents will be available and can be downloaded from the **30<sup>th</sup> of September 2024** at:

- IDT Website
- National Treasury e-Tender portal and CIDB website

The bid closing date is **Monday the 21<sup>st</sup> of October 2024 by no later than 12h00 noon** and bids shall be submitted in the tender box at IDT's Free State Regional Office;

46 Second Avenue  
Westdene  
Bloemfontein  
9301

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

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

Bidder's are required to provide electronic copies of all mandatory documents on a memory stick.

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

IDT's office hours are **08h30 to 17h00** weekdays only.

All SCM enquiries relating to this bid must be directed to **Mr Kwanda Mzobe, Tel. Number: (051) 430 0011** or e-mail: [KwandaM@idt.org.za](mailto:KwandaM@idt.org.za) during office hours (08h30 – 17h00) weekdays.

All Technical enquiries relating to this bid must be directed to **Mr Lefa Makoti, Tel. Number:(051) 430 0011** or e-mail: [LefaM@idt.org.za](mailto:LefaM@idt.org.za) during office hours (08h30 – 17h00) weekdays.

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

## **T1.2 TENDER DATA**

**INDEPENDENT DEVELOPMENT TRUST**

**CONSTRUCTION OF NEW SPORTSFIELD FOR CALEDON PARK SCHOOL,  
FICKSBURG, FREE STATE PROVINCE**

**T1.2 Tender Data**

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

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

The 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. 578, No. 36760, 23 August 2013), hereinafter referred to as the Standard

**The additional conditions of tender are:**

| Clause number | Tender Data for BID NO: IDTFS-ASIDI-CAL-CON24                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.1.1         | The employer is the <b>Independent Development Trust</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| F.1.2         | <p>The tender documents issued by the employer comprises:</p> <p><b>THE TENDER</b></p> <p>Part T1: Tendering procedures<br/> T1.1 Tender notice and invitation to tender<br/> T1.2 Tender data<br/> T1.3 Specifications for the Employment of SMME Subcontractors</p> <p>Part T2: Returnable documents<br/> T2.1 List of returnable documents<br/> T2.2 Returnable schedules<br/> T2.3 Local Content</p> <p><b>THE CONTRACT</b></p> <p>Part C1: Agreements and contract data<br/> C1.1 Form of offer and acceptance<br/> C1.2 Contract data<br/> C1.3 Form of Guarantee<br/> C1.4 Adjudicator's appointment<br/> C1.5 Waiver of Lien<br/> C1.6 Agreement In Terms of Section 37(2) of OHS</p> <p>Part C2: Pricing data<br/> C2.1 Pricing instructions<br/> C2.2 Bills of quantities</p> <p>Part C3: Scope of work<br/> C3.1 Scope of work<br/> C3.2 Work Specifications<br/> C3.3 Particular Specifications</p> <p>Part C4: Site information<br/> C4.1 Site information<br/> C4.3 Site Map</p> <p><b>ANNEXURES</b><br/> A Occupational Health &amp; Safety Specifcation (OHS)<br/> B Drawings</p> |

| Clause number                                                                             | Tender Data for BID NO: IDTFS-ASIDI-CAL-CON24                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.1.4                                                                                     | <p>The employer's:<br/>Independent Development Trust<br/>46 Second Avenue<br/>Westdene<br/>Bloemfontein<br/>9301</p> <p>Mr Kwanda Mzobe on (051) 430 0011 or email to <a href="mailto:KwandaM@idt.org.za">KwandaM@idt.org.za</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p><b>F.2.1</b></p> <p><b>F.2.1.1</b></p> <p><b>F.2.1.1.1</b></p> <p><b>F.2.1.1.2</b></p> | <p><b>Eligibility</b></p> <p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p><b>CIDB Grading</b></p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must be registered with the CIDB, in a contractor grading designation in accordance with the sum tendered for a <b>Grade 5GB or higher</b>, class of construction work.</p> <p>Joint ventures are eligible and preferred with particular reference to local participation and as such submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the combined contractor grading designation calculated in accordance with the Construction Industry Development (CIDB) Regulations is equal to <b>5GB or higher</b>, contractor grading designation determined in accordance with the sum tendered for a <b>(GB) General Building</b> class of construction work</li> </ol> <p><b>Key Personnel</b></p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have the following key personnel in its permanent employment at the close of tender. Alternatively, a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to the "Key Personnel" schedule, Part T2.2: Returnable Schedules.</p> <p>Individuals must be identified for each of the key personnel listed on the "Key Personnel" schedule, Part T2.2: Returnable Schedules.</p> <p>Where the key personnel are no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 5 working days replace the key personnel listed on the "Key Personnel" schedule, Part T2.2: Returnable Schedules with a person with equivalent competencies and subject to approval by the employer.</p> <p>A suitably qualified and experienced construction manager who will be the single-point of accountability and responsibility for the management of the construction works, and who is a holder of a National Diploma in Building Engineering or relevant qualification and with more than 10 years post qualification experience</p> |

| Clause number | Tender Data for BID NO: IDTFS-ASIDI-CAL-CON24                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.2.6         | <b>Acknowledge addenda</b><br>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time. If the Addenda has financial implications, failure to acknowledge the addenda may eliminate your bid from evaluation. This is due to incomparability of offers with the rest of the bidders.                                                                                                                                                                                                                               |
| F.2.7         | <b>Clarification Meeting</b><br>A compulsory clarification meeting with representatives of the Employer will take place on site, <b>Caledon Park School (-28.88611111, 27.88555556)</b><br>Bidders are to meet at the School entrance where they will be directed by client representatives at <b>10h00 on 10<sup>th</sup> October 2024</b> , failure to attend compulsory briefing meeting will result in immediate disqualification<br>Tenderers must sign the attendance register in the name of the tendering entity. Addenda if any, will be issued to tenderers appearing on the attendance register. |
| F.2.8         | <b>Seek clarification</b><br>Tenderers can request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time date stated in F.2.15.                                                                                                                                                                                                                                                                                                                                                                                                 |
| F2.9          | <b>Insurances</b><br>Refer to contract data for insurance requirements (Section C1.2).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| F2.10         | <b>Project Duration</b><br>The Construction Project period is <b>4 months</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| F.2.11        | <b>Alterations to documents</b><br>Do not make any ALTERATIONS or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such ALTERATIONS. Erasures and the use of masking fluid are prohibited.                                                                                                                                                                                                                                                          |
| F.2.12        | <b>Alternative Tender Offers</b><br>No alternative tender offers will be considered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| F.2.13        | <b>Submitting a Tender Offer</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| F.2.13.4      | The tenderer will sign the original of the tender offer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| F2.13.5       | <b>The tenderer will seal the original tender offer</b><br>Two-envelope system – <b>No</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| F.2.13.6      | The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| F.2.13.7      | Employer's address:<br><b>Free State Regional Office</b><br><b>46 Second Avenue</b><br><b>Westdene</b><br><b>Bloemfontein</b><br><b>9301</b><br>Identification details:                                                                                                                                                                                                                                                                                                                                                                                                                                     |

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.2.13.9             | <p><b>Description: Construction of New Sportsfield for Caledon Park School, Ficksburg in Free State Province, Tender Number IDTFS-ASIDI-CAL-CON24</b></p> <p>Accept that tender offers submitted by facsimile, e-mail or reproduced will be rejected by the employer. Tender documents must be submitted in an original format as issued by the employer.</p>                                                                                                                                                                                                                                                                                                                                  |
| <b>Clause number</b> | <b>Tender Data for BID NO: IDTFS-ASIDI-CAL-CON24</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| F.2.15               | <b>Closing Time of Tender</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| F.2.15.1             | <p>The tender closing date is <b>21 October 2024, at 12h00 noon.</b></p> <p>Location of tender box:</p> <p>46 Second Avenue<br/>Westdene<br/>Bloemfontein<br/>9301</p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed and late tender offers will not be accepted.</p>                                                                                                                                                                                                                                                                                                                                                                                                               |
| F.2.16               | <b>Tender Offer Validity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| F.2.16.1             | <p>The bidder is required to hold the tender offer valid for a period of <b>90 calendar days</b> (<i>from the bid closing date</i>).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| F.2.19               | <p><b>Inspections, Tests and Analysis</b></p> <p>Access shall be provided for inspections, tests and analysis as may be required by the employer.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| F.2.23               | <p><b>Certificates</b></p> <p>The bidder is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB) and proof of Registration on the Central Supplier Database (CSD) with a Compliant Tax Status; copy of the tax clearance with Tax Compliance Pin issued by the South African Revenue Services.</p> <p>Where a bidder bids through joint venture formation, such bidder should include a notarised joint venture agreement duly signed by each partner of such joint venture and an consolidated CSD registration report. Each partner / member of the joint venture shall submit a Tax Compliance Pin.</p> |
| F.3.4                | <p><b>Opening of Tender Submissions</b></p> <p>Tenders will be opened shortly after tender closing.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| F3.5                 | Two-envelope system – <b>No</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| F.3.1                | <p><b>Evaluation of Tender Offers</b></p> <p>The procedure for the evaluation of a responsive tender will be in terms of the Preferential Procurement Regulations 2022 on a 100 points preference on pricing system.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |



|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.3.11.3 | <p>The procedure for the evaluation of responsive tenders is <b>Method 4</b></p> <p>The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of <math>W_1</math> is:</p> <ol style="list-style-type: none"> <li>1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or</li> <li>2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R50 000 000</li> </ol> <p>Up to 100 minus <math>W_1</math> tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p> |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### STAGE ONE FUNCTIONALITY CRITERIA FOR CONSTRUCTION OF NEW SPORTSFIELD FOR CALEDON PARK SCHOOL

| 00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Total Points allotted                                                                 | Points                                               | Points Claimed |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|------------------------------------------------------|----------------|--|
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>PROOF OF EXPERIENCE IN BUILDING PROJECTS (I.E. BUILDING WORKS)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>MAX POINTS 35</b>                                                                  |                                                      |                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Three similar projects (R6 million – And above)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 35                                                                                    | 35                                                   |                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Three similar projects (R3 million – R5.99 million)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                       | 25                                                   |                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Two similar projects (R6 million – And above)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                       | 20                                                   |                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Two similar projects (R3 million – R5.99 million)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                       | 15                                                   |                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | One similar project (R6 million – And above)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                       | 10                                                   |                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | One similar project (R3 million – R5.99 million)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                       | 05                                                   |                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Non-submission, irrelevant evidence and incomplete evidence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                       | <b>00</b>                                            |                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <ul style="list-style-type: none"><li>The bidder must submit appointment letter(s) with the project value, Completion Certificate(s) of each project(s) completed. The letter(s) and certificate(s) must be signed and dated by the client in order to be considered.</li><li>Bidder must submit appointment letter and completion certificate of the same completed project in order to be allocated points, failure to submit either of the documents, no points will be allocated to the bidder on that particular completed project.</li><li>In the case where a bidder was appointed as a Sub-Contractor, the appointment letter(s) and completion certificate(s) of the main contractor by the client department who made the appointment must be submitted.</li><li><b>Appointment letter (Company Experience) older than 10 years will not be considered as it will be deemed unreliable)</b></li><li>Only relevant appointment letters of similar project nature will be considered.</li><li><b>NOTE: Failure to submit any of the above requirements will results in no points being awarded to the bidder.</b></li></ul> |                                                                                       |                                                      |                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>CLIENT REFERENCE (SHOULD BE FOR PROJECTS SELECTED FOR (1) PROOF OF EXPERIENCE)</b> | <b>MAX POINTS 10</b>                                 |                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Excellent                                                                             | 10                                                   | 10             |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Very good                                                                             |                                                      | 08             |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Good                                                                                  |                                                      | 06             |  |
| Satisfactory                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 04                                                                                    |                                                      |                |  |
| Poor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 02                                                                                    |                                                      |                |  |
| Non-Submission                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 00                                                                                    |                                                      |                |  |
| Points allocated for proven track record based on previous completed similar projects executed by tenderer in consideration:<br><br>Points will be allocated based on (i) Signed and Stamped Reference (in the form issued to the tenderer) by a client representative and responsible Principal Agent; all (i.e. item (i) for the Project in consideration. The Tenderers' performance on the projects MUST be rated by the Client Representative on a scale of 5 -1 (10=Very Good), (08=Good), (06=Satisfactory), (04=Poor 40), (02= Not Acceptable) (0 Non-submission)<br><br>Points allocated for client reference based on previous completed projects executed by the bidder in consideration:<br><br>Points will be allocated based on;<br>(i) Receipt of signed and/or stamped client references in the forms supplied in this document<br>(ii) Completion of Client references forms which are contained in this document.<br><br><b>NOTE: Failure to submit any of the above requirements will results in no points being awarded to the bidder.</b><br><b>Client reference letters should be those of the selected projects under (1) Proof of Experience in Building or similar scope projects</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                       |                                                      |                |  |
| <b>3 QUALIFIED PROFESSIONAL STAFF IN THE CIVIL/BUILDING ENGINEERING FIELD</b> <b>MAX POINTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                       |                                                      |                |  |
| Points allocated for required (i) Competencies, (ii) Qualifications (i.e. Degree / Diploma) (iii) Submission of CVs (iv) Submission of relevant certified (not older than 3 months) evidence of qualifications and certifications of allocated personnel (Required Key Project Resources).<br><br><b>3.1 Construction / Contracts Manager (SACPCMP REGISTERED)</b><br>(i) 5 years or more experience on projects in relevant category (07)<br>(ii) 3-5 years experience on projects in relevant category (5)<br>(iii) Less than 3 years experience on projects in relevant category (0)<br><br><b>3.2 Site Agent (Relevant Qualification (Minimum National Diploma / in the build environment professional)</b><br>(i) 5 years or more experience on projects in relevant category (5)<br>(ii) 3-5 years experience on projects in relevant category (3)<br>(iii) Less than 3 years experience on projects in relevant category (0)                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <div>Max<br/>07 Points</div> <div>Max<br/>5 Points</div>                              | <div>07<br/>5<br/>0</div> <div>05<br/>03<br/>0</div> | 15             |  |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                         |                      |            |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------|------------|
|          | <b>3.3 Site Foreman:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Max<br/>3 Points</b> |                      |            |
|          | (i) 5 years or more experience on projects in relevant category (3)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                         | <b>03</b>            |            |
|          | (ii) 3 -5 years experience on projects in relevant category (1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                         | <b>01</b>            |            |
|          | (iii) Less than 3 years experience on projects in relevant category (0)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         | <b>0</b>             |            |
|          | <b>NB: Points allocation with submission of all required documented and will be rounded off to the nearest lowest number)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                         |                      |            |
|          | <b>Non – Submission</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         |                      |            |
|          | Non-submission, irrelevant evidence and incomplete evidence.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                         | <b>00</b>            | <b>00</b>  |
|          | <b>Bidders must submit CV(s) and original certified copies with dates of the qualification not older than three months in order to be allocated points in this criteria, failure to submit either of the document will results in no points being awarded to the bidder.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                         |                      |            |
| <b>4</b> | <b>PROOF OF PLANT OWNERSHIP/ PLANT LEASE AGREEMENT/ HIRE ARRANGEMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>10</b>               | <b>MAX POINTS 10</b> |            |
|          | Submitted proof of plant ownership (e.g. TLB; Tipper Trucks; Grader, Excavator, Smooth Drum / Padfoot (Vibratory) Roller or Similar Plant, etc.) – 5 Pieces of plant at 2 points each                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                         | <b>10</b>            |            |
|          | Submitted Plant Lease Agreement/ Hire Arrangements – 5 Pieces of plant at 1 points each                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         | <b>05</b>            |            |
|          | Non-submission or No Proof of plant availability submitted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                         | <b>00</b>            |            |
|          | <ul style="list-style-type: none"> <li><b>Ownership: Proof of ownership i.e Originally Certified RC1 document in the name of the company must be provided.</b></li> <li><b>Hire/ Plant Agreement signed by the lessor (Originally Certified RC1 Documents of equipment to to be leased must be provided)</b></li> <li><b>The bidder is restricted to nominating a maximum of 5 pieces of construction plant which are not similar</b></li> <li><b>No small plant such as rammers, walk behind roller, generators etc will be considered</b></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                         |                      |            |
|          | <b>Plant must be available throughout the duration of the project.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                         |                      |            |
| <b>5</b> | <b>DETAILED PROJECT PROGRAM WITH TIMELINES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>MAX POINTS 10</b>    |                      |            |
|          | <p>The programme should be a detailed double-linked critical path programme preferably in CCS / Microsoft projects format in electronic format and take into consideration the following:</p> <p>(i) Dividing the programme into convenient construction zones both horizontally and vertically;</p> <p>(ii) Linking all activities / milestones in a structured / logical manner;</p> <p>(iii) Detailing all holidays, Christmas/New Year break, etc.;</p> <p>(iv) The programme must be a fully resourced “double linked” critical path programme clearly showing Start, Finish and any Interim completion dates as well as any Milestone dates for critical activities. Also must show both the Date of Practical Completion and the Date of Works Completion including Final Completion.</p> <p>(v) Project Programme should be level 3</p> <p><i>Program timelines to be in working days not in calendar days.</i></p> <p>The overall programme will be evaluated on the scale of 1-5 (with 15 = excellent; 12 = very good; 09 = good; 06 = fair; 03 = poor ; 00= Non Submission)</p> | <b>10</b>               | Excellent            | <b>10</b>  |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                         | Very Good            | <b>09</b>  |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                         | Good                 | <b>08</b>  |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                         | Fair                 | <b>06</b>  |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                         | Poor                 | <b>03</b>  |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                         | Non-Submission       | <b>00</b>  |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                         |                      |            |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                         |                      |            |
| <b>6</b> | <b>FINANCIAL VIABILITY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>MAX POINTS 20</b>    |                      |            |
|          | <ul style="list-style-type: none"> <li>Signed and stamped bank rating Code “A” of R3 Million (whichever greater will be considered) over the period of 8 Months with the bank stamp not older than 12 months; or</li> <li>Recent audited annual financial statements Not older than 12 months with Cash &amp; Cash Equivalent of R2 Million and above signed by auditors and company representative;</li> <li>Signed and stamped Credit Facility/ Bank Overdraft letter from Accredited Financial Institution of R2 Million and above.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>20</b>               | <b>20</b>            |            |
|          | <ul style="list-style-type: none"> <li>Signed and stamped bank rating Code “B” of R2 Million (whichever greater will be considered) over the period of 12 Months with the bank stamp not older than 12 months; or</li> <li>Recent audited annual financial statements with Not older than 12 months Cash &amp; Cash Equivalent of R1 Million and above signed by auditors and company representative;</li> <li>Signed and stamped Credit Facility/ Bank Overdraft letter from Accredited Financial Institution of R1 Million.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                         | <b>10</b>            |            |
|          | <b>Non-Submission:</b> <ul style="list-style-type: none"> <li>Non submission and thresholds lower than above</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         | <b>0</b>             |            |
|          | <b>TOTAL POINTS CLAIMED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>100</b>              |                      |            |
|          | <b>QUALIFYING POINTS AND PERCENTAGE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>70 POINTS</b>        |                      | <b>70%</b> |

| Clause number | Tender Data for BID NO: IDTFS-ASIDI-CAL-CON24                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>F.3.13</b> | <b>Acceptance of Tender Offers</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| F.3.13.1      | <p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the tenderer is registered on CSD and has submitted an original Copy Tax Clearance Certificate with PIN issued by the South African Revenue Services;</li> <li>b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>d) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>e) the tenderer has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are not permitted to submit tenders or participate in the contract;</li> <li>f) has completed the Compulsory Supplier Questionnaire - Contractors and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</li> <li>g) the tenderer has submitted the CIPC documentation and certified copies of ID's for all members;</li> <li>h) the tenderer completed, signed and witnessed form of offer;</li> <li>i) the tenderer is in good standing with Compensation for Occupational Injuries and Disease Act (COIDA);</li> <li>j) the tenderer has submitted a fully priced Bill of Materials;</li> <li>k) the tenderer attended a compulsory briefing session and completed attendance register or certificate of attendance is signed by the representative of the Employer.</li> </ul> |
| F.3.14        | <p><b>Notice to Unsuccessful Tenderers</b></p> <p>Should tenderers not hear from the IDT within ninety (90) calendar days of closure, they should consider their submission unsuccessful. Award will be posted on I-tender/CIDB website within 21 days of award otherwise No written notification directed to each tenderer will be issued by the Employer to unsuccessful tenderers.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>F.2.8</b>  | <p><b>Seek clarification</b></p> <p>Request clarification of the tender documents if necessary by notifying the employer <b>at least five working days before the closing Date</b> stated in the tender data</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| F.3.18        | <p><b>Provide Copies of the Contract</b></p> <p>The number of paper copies of the signed contract to be provided by the employer is one.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|               | <p><b>The additional conditions of tender are:</b></p> <p>1 The employer is not obliged to accept the lowest bidder.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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

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

## Standard Conditions of Tender

### F.1 General

#### F.1.1 Actions

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

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

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

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

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

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

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

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

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

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

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

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

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

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

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

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

**F.1.6.2 Competitive negotiation procedure**

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

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

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

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

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

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

**F.1.6.3.2 Option 2**

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

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

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

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

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

**F.2.2 Cost of tendering**

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

**F.2.3 Check documents**

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

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

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

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

**F.2.8 Seek clarification**

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

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



**F.2.9 Insurance**

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

**F.2.10 Pricing the tender offer**

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

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

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

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

**F.2.11 ALTERATIONS to documents**

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

**F.2.12 Alternative tender offers**

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

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

**F.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

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

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

**F.2.16 Tender offer validity**

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

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

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

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

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

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

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

**F.2.18 Provide other material**

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

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

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

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

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

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

**F.2.21 Check final draft**

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

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

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

**F.2.23 Certificates**

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

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

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

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

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

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

**F.3.2 Issue Addenda**

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

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

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

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

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

**F.3.5 Two-envelope system - No**

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

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

**F.3.6 Non-disclosure**

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

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

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

**F.3.8 Test for responsiveness**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**F.3.11 Evaluation of tender offers**

**F3.11.1 General**

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

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

|                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>F.3.11.5</b><br>Method 4:<br>Financial offer,<br>quality and<br>preferences | <p>In the case of a financial offer, quality and preferences:</p> <ol style="list-style-type: none"> <li>Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.</li> <li>Calculate the total number of tender evaluation points (<math>T_{EV}</math>) in accordance with the following formula, unless otherwise stated in the Tender Data: <math display="block">T_{EV} = N_{FO} + N_P + N_Q</math> <p>where: <math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;<br/> <math>N_P</math> is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.<br/> <math>N_Q</math> is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9..</p> </li> <li>Rank tender offers from the highest number of tender evaluation points to the lowest.</li> <li>Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> <li>Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.</li> </ol> |
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#### F.3.11.6 Decimal places

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

#### F.3.11.7 Scoring Financial Offers

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

$N_{FO} = W_1 \times A$  where:

$N_{FO}$  = the number of tender evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

$A$  = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

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

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

#### F.3.11.8 Scoring preferences

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

**F.3.11.9 Scoring quality**

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

$$N_Q = W_2 \times S_Q / M_S$$

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

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

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

**F.3.13 Acceptance of tender offer**

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

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

**F.3.14 Prepare contract documents**

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

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

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

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

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

**F.3.16 Notice to successful tenderers**

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

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

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

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

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



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

#### **D1. SCOPE**

This specification governs the employment of all SMME subcontractors.

#### **D2. DEFINITIONS**

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

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

#### **D3. USING SMMEs**

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

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

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

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

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

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

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

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

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

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

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

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

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

**D5. TENDER PROCESS FOR SMMEs**

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

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

**D5.1 Tender invitation**

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

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

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

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

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

**D5.3 Assistance to the SMMEs**

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

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

- (a) The contractor is to appoint an SMME mentor.

The mentor is to be a qualified Tradesman – CV to be provided to the to the PA and Health and Safety consultant for approval

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

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

**D5.4 Adjudication**

- (a) The Contractor shall receive all tenders at a location identified by him with all sealed tender submissions to be placed in a proper tender box for this purpose.
- (b) All tenders received shall be evaluated by the Contractor and MT for final approval.
- (c) The SMME Unit shall have the right to interview any tenderer for the purpose of:
- clarifying any aspect of the tender;
  - verifying the eligibility of the tenderer;
  - querying abnormally high or low rates and prices, and
  - clarifying rates and prices which are not in balance with other tendered rates and prices.

- (d) The Contractor shall provide all reasonable opportunity to such tenderers who have been interviewed, to correct obvious and patent errors, provided always that this can be achieved without altering the total tendered sum.
- (e) After the Award the Employer reserves the right to review the transparency of the Contractor's SMME subcontracting and award process.

**D5.5 Award of Tenders**

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

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

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

**D6.1 Contractual Obligations**

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

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

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

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

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

**D6.2 Compilation**

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

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

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

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

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

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

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

The Contractor shall at all times:

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

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

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

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

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

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

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

**D7.3 PAYMENT TO SMMEs**

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

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

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

**(a) Contract data:**

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

**(b) Subcontract data:**

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

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

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

**D9. CONTRACTOR'S LIABILITY**

**D9.1** No provision or requirement set out in this specification shall be deemed to relieve the Contractor of any liability or obligation under the contract, and in accordance with the provisions of Clause 21.0 of the JBCC Conditions of Contract for Construction, the Contractor shall be fully liable for the acts, defaults and neglects of any SMMEs, his agents or employees, as fully as if they were the acts, defaults and neglects of the Contractor, his agents or employees.

**D9.2** Any failure or neglect by the Contractor to comply with the provision of the specifications, or any omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in the specifications, shall be deemed to constitute a warrant for the Principal Agent to act in terms of Clause 21.6 of the JBCC Conditions of Contract for Construction.

**D9.3** The Contractor shall be required to appoint an SMME Construction Manager, who will be responsible to assist SMMEs as and when required. The SMME Construction Manager's duties are specified in Project Specifications - PSA 5.9

**D10. PERFORMANCE GUARANTEE**

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

**D11. RETENTION**

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

**D12. MEASUREMENT AND PAYMENT**

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

**D13. SUBCONTRACTING BY SUBCONTRACTORS**

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

**SPECIFICATION FOR THE EMPLOYMENT OF SUBCONTRACTORS**

**E1. SCOPE**

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall closely manage and supervise all subcontractors.

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

**E4. PAYMENT TO SUBCONTRACTORS**

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

**E5. CONTRACTOR'S LIABILITY**

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

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

**E6. PERFORMANCE GUARANTEE**

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

**E7. RETENTION**

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

**E8. SUBCONTRACTING BY SUBCONTRACTORS**

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



**E9. THE CIDB STANDARD FOR DEVELOPING SKILLS THROUGH INFRASTRUCTURE CONTRACTS**

The Contractor shall be required to comply with the provisions of the CIDB Standard for Developing Skills through Infrastructure Contracts.

The South African government requires that its considerable expenditure on the delivery, maintenance, and operation of infrastructure (fixed assets that are constructed or result from construction operations) contribute to an increase in the number of people who have part or full occupational qualifications registered on the NQF or professional designations awarded by professional bodies or statutory councils.

The standard has been prepared to leverage contributions towards the increase of the pool of qualified skilled people, and where required professionally registered, through training on professional services, services, design and build or engineering and construction works contracts associated with such expenditure. The standard establishes a minimum contract skills development goal which is to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities linked to work associated with a contract which culminate in or lead to:

- a) a part or full occupational qualification registered on the National Qualification Framework;
- b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
- c) a national diploma registered on the National Qualification Framework; and
- d) registration in a professional category by one of the professional bodies listed in Table 1 of the standard.

The Contractor shall be responsible for achieving the Contract Skills Development Goal (CSDG) and are provided with a number of methods for measuring their achievements. Contractors may devolve such obligations onto subcontractors.

The Skills Development Agency (SDA) will provide career management and compliance reporting functions for all learners for CSDG compliance in terms of this Standard. Where the contractors provide direct employment to unemployed learners, or enrolls own employees for CSDG compliance, the contractor shall register them with the CIDB SDA. The SDA can also act as an employment intermediary for unemployed learners.

A copy of the standard can be accessed on the following web link:  
<https://www.cidb.org.za/resource-centre/downloads-2/#47-121-wpfd-2020-1619783281> .”

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

## T2.1 List of Returnable Documents

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

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

| MANDATORY DOCUMENTS: |                                                                                                                        |
|----------------------|------------------------------------------------------------------------------------------------------------------------|
| Id                   | Details                                                                                                                |
| 1                    | CIPC Document including share certificates of the Director's who appear on the CIPC document                           |
| 2                    | Certified copies of ID Documents for Director's of the company                                                         |
| 3                    | Proof of CIDB registration - Grade 5 GB or higher                                                                      |
| 4                    | Copy of the certified valid tax clearance with Tax Compliance Pin certificate (TCC)                                    |
| 5                    | Valid Letter of Good standing i.e COIDA Certificate from DOL / RMA / FEM                                               |
| 6                    | Completed Form of Offer, fully signed and witnessed                                                                    |
| 7                    | Completion and signing of all the attached SBD Forms (SBD 1, SBD 4, SBD 6.1)                                           |
| 8                    | Proof of attendance of Compulsory Site Briefing Meeting                                                                |
| 9                    | Copy of the Joint venture agreement signed by both parties (where applicable including apportionment of the JV)        |
| 10                   | Copy of Consolidated CIDB registration - Grade 5 GB or higher for Joint Venture parties (where applicable)             |
| 11                   | Copy of Consolidated CSD for Joint Venture parties (where applicable)                                                  |
| 12                   | Recent/Latest Three Year Signed Annual Financial Statements or signed & stamped bank rating letter by certified banker |
| 13                   | Completed of Bill of Quantities in full                                                                                |
| 14                   | Proof of Central Supplier Database (CSD) registration                                                                  |

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

## T2.1A RETURNABLE SCHEDULES

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

| #       | QUALITY EVALUATION SCHEDULES                                                                                            |
|---------|-------------------------------------------------------------------------------------------------------------------------|
| T2.1.22 | Safety Health Environmental And Quality Management System (SHEQ) Plan                                                   |
| T2.1.23 | Project Experience                                                                                                      |
| T2.1.24 | Letters of Appointment, and Relevant Completion Certificates (Practical Completion, Work Completion & Final Completion) |
| T2.1.25 | Key Personnel (Refer to page 94 for template for Key Personnel)                                                         |
| T2.1.26 | Preliminary Programme Schedule                                                                                          |
| T2.1.27 | Schedule of Plant And Equipment                                                                                         |

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

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

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

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

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

CONDITIONS OF BID

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



6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

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

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

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

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

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

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

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

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

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

**POSTAL ADDRESS** .....

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

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

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

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

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

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

.....

WHO REPRESENTS (state name of bidder)

.....

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

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

.....

**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:**.....

**PART A  
INVITATION TO BID**

|                                                                                                                                                                                                                            |                                                                                         |                               |                                                                          |                                                                                                      |            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-------------------------------|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (INDEPENDENT DEVELOPMENT TRUST (IDT))</b>                                                                                                                         |                                                                                         |                               |                                                                          |                                                                                                      |            |
| BID NUMBER:                                                                                                                                                                                                                | IDTFS-ASIDI-CAL-CON24                                                                   | CLOSING DATE: 21 OCTOBER 2024 |                                                                          | CLOSING TIME:                                                                                        | 12:00 noon |
| DESCRIPTION                                                                                                                                                                                                                | CONSTRUCTION OF NEW SPORTSFIELD FOR CALEDON PARK SCHOOL, FICKSBURG, FREE STATE PROVINCE |                               |                                                                          |                                                                                                      |            |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>                                                                                                                                                  |                                                                                         |                               |                                                                          |                                                                                                      |            |
| INDEPENDENT DEVELOPMENT TRUST FREE STATE PROVINCE                                                                                                                                                                          |                                                                                         |                               |                                                                          |                                                                                                      |            |
| 46 SECOND AVENUE                                                                                                                                                                                                           |                                                                                         |                               |                                                                          |                                                                                                      |            |
| BLOEMFONTEIN                                                                                                                                                                                                               |                                                                                         |                               |                                                                          |                                                                                                      |            |
| 9301                                                                                                                                                                                                                       |                                                                                         |                               |                                                                          |                                                                                                      |            |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                                                                      |                                                                                         |                               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                           |                                                                                                      |            |
| CONTACT PERSON                                                                                                                                                                                                             | Kwanda Mzobe                                                                            |                               | CONTACT PERSON                                                           | Lefa Makoti                                                                                          |            |
| TELEPHONE NUMBER                                                                                                                                                                                                           | (051) 430 0011                                                                          |                               | TELEPHONE NUMBER                                                         | (051) 430 0011                                                                                       |            |
| FACSIMILE NUMBER                                                                                                                                                                                                           | N/A                                                                                     |                               | FACSIMILE NUMBER                                                         | N/A                                                                                                  |            |
| E-MAIL ADDRESS                                                                                                                                                                                                             | KwandaM@idt.org.za                                                                      |                               | E-MAIL ADDRESS                                                           | LefaM@idt.org.za                                                                                     |            |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                                                                                |                                                                                         |                               |                                                                          |                                                                                                      |            |
| NAME OF BIDDER                                                                                                                                                                                                             |                                                                                         |                               |                                                                          |                                                                                                      |            |
| POSTAL ADDRESS                                                                                                                                                                                                             |                                                                                         |                               |                                                                          |                                                                                                      |            |
| STREET ADDRESS                                                                                                                                                                                                             |                                                                                         |                               |                                                                          |                                                                                                      |            |
| TELEPHONE NUMBER                                                                                                                                                                                                           | CODE                                                                                    |                               | NUMBER                                                                   |                                                                                                      |            |
| CELLPHONE NUMBER                                                                                                                                                                                                           |                                                                                         |                               |                                                                          |                                                                                                      |            |
| FACSIMILE NUMBER                                                                                                                                                                                                           | CODE                                                                                    |                               | NUMBER                                                                   |                                                                                                      |            |
| E-MAIL ADDRESS                                                                                                                                                                                                             |                                                                                         |                               |                                                                          |                                                                                                      |            |
| VAT REGISTRATION NUMBER                                                                                                                                                                                                    |                                                                                         |                               |                                                                          |                                                                                                      |            |
| SUPPLIER COMPLIANCE STATUS                                                                                                                                                                                                 | TAX COMPLIANCE SYSTEM PIN:                                                              |                               | <b>OR</b>                                                                | CENTRAL SUPPLIER DATABASE No:                                                                        | MAAA       |
| <b>SBD 6.1 REQUIREMENT MUST BE COMPLIED TO CLAIM POINTS ON SPECIFIC GOALS</b>                                                                                                                                              |                                                                                         |                               |                                                                          |                                                                                                      |            |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                                                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]      |                               | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |            |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                          |                                                                                         |                               |                                                                          |                                                                                                      |            |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?                                                                                                                                                            |                                                                                         |                               |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO                                             |            |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?                                                                                                                                                                                  |                                                                                         |                               |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO                                             |            |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?                                                                                                                                                                 |                                                                                         |                               |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO                                             |            |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?                                                                                                                                                                      |                                                                                         |                               |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO                                             |            |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?                                                                                                                                                                  |                                                                                         |                               |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO                                             |            |
| <b>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.</b> |                                                                                         |                               |                                                                          |                                                                                                      |            |

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

|                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                      |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.                                                                                                                   |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>                                                                                                    |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>                                                                                                                                         |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                          |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.                                                                                                                                                                                 |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.                                                              |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.                                                                                                                         |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.                                                                                                                                                                   |
| 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.                                                                                             |
| 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.                                                                                                          |
| 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."                        |

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

TOTAL BID PRICE.....

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

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

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

### **1. GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

## 2. DEFINITIONS

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

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

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

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

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

|                                                           |           |                                                           |
|-----------------------------------------------------------|-----------|-----------------------------------------------------------|
| <b>80/20</b>                                              | <b>or</b> | <b>90/10</b>                                              |
| $Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$ | or        | $Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$ |

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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



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

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

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

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

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

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

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

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

**T2.1.4 VALID VAT CERTIFICATE**

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

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

### IMPORTANT NOTES:

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

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

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

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

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

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

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

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

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

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

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

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

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



**T2.1.9          IDENTITY DOCUMENTS**

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

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

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

**T2.1.11 CIDB REGISTRATION CERTIFICATE**

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

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

**NOTE: Regard must be had to the information regarding the CIDB Standard for Developing Skills through Infrastructure Contracts (July 2020) and compliance with the draft Guidelines on the [www.idb.org.za](http://www.idb.org.za) website**

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

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

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

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |

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

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

Company registration number . . . . .

Close corporation number . . . . .

Tax reference number . . . . .

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

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

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

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

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

\*insert separate page if necessary

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

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

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

- ☐ an official of any municipality or municipal entity

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

\*insert separate page if necessary

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

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

Date

Signed

Name

Position

Enterprise  
name

**T1.2.15 BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

2.2.1. If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

**3 DECLARATION**

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

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA

SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN

MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

|                    |                          |
|--------------------|--------------------------|
| .....<br>Signature | .....<br>Date            |
| .....<br>Position  | .....<br>Name of bid der |

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





T2.1.17 AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on .....20.....,

Mr/Mrs/Ms.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company) .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF COMPANY: .....

.....  
(PRINT NAME)

SIGNATURE OF SIGNATORY: ..... DATE: .....

WITNESSES: 1.....

2.....

**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

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

**SIGNATURE**..... **DATE**.....

**C. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every Partner :

| Full name of partner | Residential address | Signature |
|----------------------|---------------------|-----------|
| .....                | .....               | .....     |
| .....                | .....               | .....     |
| .....                | .....               | .....     |

We, the undersigned partners in the business trading as ..... hereby authorise .....to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

|                           |                           |                           |
|---------------------------|---------------------------|---------------------------|
| .....<br><b>SIGNATURE</b> | .....<br><b>SIGNATURE</b> | .....<br><b>SIGNATURE</b> |
| .....<br><b>DATE</b>      | .....<br><b>DATE</b>      | .....<br><b>DATE</b>      |

**D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20.....  
at..... Mr/Mrs/Ms....., whose signature appears  
below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation) .....  
.....

**SIGNED ON BEHALF OF CLOSE CORPORATION :** .....

.....  
(PRINT NAME)

**IN HIS/HER CAPACITY AS** .....**DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1.....

2.....

**E CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20.....

at.....

Mr/Mrs/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative)

.....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:** .....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:** .....

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

**WITNESSES: 1**.....

**2**.....

**F      JOINT VENTURE**

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs/Ms.....,Mr/Mrs/Ms.....

Mr/Mrs/Ms.....and Mr/Mrs/Ms.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Joint Venture) .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....

(PRINT NAME) .....

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....

(PRINT NAME).....

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....

(PRINT NAME) .....

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

**G. CONSORTIUM**

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs/Ms.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid

on behalf of:

(Name of Consortium) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNATURE:** ..... **DATE:** .....

**T2.1.18 RECORD OF ADDENDA TO THE TENDER DOCUMENTS**

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

Attach additional pages if more space is required.

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

Name .....

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

Tenderer .....



**T2.1.19 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/ recent audited financial statements, 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 certified bank rating/audited financial statements with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.***

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

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

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

**T2.1.20 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<br>DISCOUNT IS OFFERED | DESCRIPTION OF DISCOUNT OFFERED |
|--------------------------------------|---------------------------------|
|                                      |                                 |
|                                      |                                 |
|                                      |                                 |
|                                      |                                 |
|                                      |                                 |
|                                      |                                 |

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

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

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

DATE:.....

**T2.1.21 SOCIO ECONOMIC UPLIFTMENT STRATEGY**

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

Notes:

- a) The developer has a commitment to utilising the local community resources and labour, and as such preference will be shown to bidders who prioritise local employment.
- b) As part of the tender documentation a methodology is to be submitted proposing as to how the main contractor will deal with the social economic expectations of the surrounding community.  
  
The proposal is to allow for a suitable employment ratio of local community members and any additional measures that will enable future local community upliftment.
- c) The main contractor is required to familiarise himself with the community and local authority to ascertain for himself the full extent of the community's requirements and minimum wages.
- d) The contractor shall appoint a community liaison officer and shall be responsible for all community negotiations etc.

**T2.1.22 PROPOSED 30% SUB-CONTRACTORS**

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

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

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

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

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

DATE: .....

## **T2.1.23 CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

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

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

### **Declaration by Tenderer**

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

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

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

**T2.1.24 EVALUATION SCHEDULE: SAFETY HEALTH ENVIRONMENTAL  
AND QUALITY MANAGEMENT SYSTEM (SHEQ) PLAN**

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

**(PLEASE ATTACHED HERE)**

**T2.1.25 EVALUATION SCHEDULE: PROJECT EXPERIENCE**

The Tenderer shall provide details of his relevant experience on similar large-scale projects above R20 mil completed in the past 10 years. In support tenders are to complete the “Project Experience” schedule below and attach thereto copies of (a) Letters of Appointment, and (b) all the relevant Completion Certificates (practical completion, work completion & final completion)

| PROJECT NAME | BRIEF PROJECT DESCRIPTION | PROJECT VALUE<br>(Excl VAT) | START DATE | COMPLETION DATE |
|--------------|---------------------------|-----------------------------|------------|-----------------|
| <b>A.</b>    |                           |                             |            |                 |
|              |                           |                             |            |                 |
|              |                           |                             |            |                 |
|              |                           |                             |            |                 |
| <b>B.</b>    |                           |                             |            |                 |
|              |                           |                             |            |                 |
|              |                           |                             |            |                 |
|              |                           |                             |            |                 |
| <b>C.</b>    |                           |                             |            |                 |
|              |                           |                             |            |                 |
|              |                           |                             |            |                 |
|              |                           |                             |            |                 |



|    |  |  |  |  |
|----|--|--|--|--|
| D. |  |  |  |  |
|    |  |  |  |  |
|    |  |  |  |  |
| E. |  |  |  |  |
|    |  |  |  |  |
|    |  |  |  |  |
| F. |  |  |  |  |
|    |  |  |  |  |
|    |  |  |  |  |

**T2.1.26 EVALUATION SCHEDULE: LETTERS OF APPOINTMENT, AND  
RELEVANT COMPLETION CERTIFICATES (PRACTICAL  
COMPLETION, WORK COMPLETION & FINAL COMPLETION)**

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

## T2.1.26 EVALUATION SCHEDULE: CLIENT REFERENCES

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

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

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

#### PROJECT A:

Principal agent: .....

Client: .....

Contract Amount: .....

Contract Duration: .....

Actual Contract Duration: .....

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

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

.....

Principal Agent Firm: .....

Telephone:

Stamp

PA

Signature: .....

Date: .....

Client Signature: .....

Date: .....

## T2.1.26 EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

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

**PROJECT B:**

**Principal agent:** .....

**Client:** .....

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

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

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

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

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

.....  
 .....

**Principal Agent Firm:** .....

Stamp

**Telephone:** .....

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

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

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

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

**PROJECT C:**

**Principal agent:** .....

**Client:** .....

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

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

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

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

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

.....  
 .....

**Principal Agent Firm:** .....

Stamp

**Telephone:** .....

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

**Date:** .....

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

**Date:** .....

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

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

**PROJECT D:**

**Principal agent:** .....

**Client:** .....

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

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

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

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

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

.....

.....

**Principal Agent Firm:** .....

Stamp

**Telephone:** .....

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

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

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

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

**PROJECT E:**

**Principal agent:** .....

**Client:** .....

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

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

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

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

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

.....  
 .....

**Principal Agent Firm:** .....

**Telephone:** .....

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

**Date:** .....

Stamp

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

**Date:** .....

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

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

**PROJECT F:**

**Principal agent:** .....

**Client:** .....

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

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

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

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

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

.....

.....

**Principal Agent Firm:** .....

Stamp

**Telephone:** .....

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

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



## T2.1.27 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:.....<br>.....<br>.....<br>.....<br>...     |                                                      |         |                                                       |         |                                                          |         |

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

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

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

DATE:.....

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

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

**CV FOR CONTRACT OR PROJECT MANAGER (SACPCMP REGISTERED)**

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

**Certification:**

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

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

(of person authorised to sign on behalf of the Tenderer)  
**(OWNER OF THE CV)**

DATE:.....

## 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 with firm:     |
| <u>Employment Record:</u>                               |                           |                      |
|                                                         |                           |                      |
|                                                         |                           |                      |
|                                                         |                           |                      |
|                                                         |                           |                      |
|                                                         |                           |                      |
|                                                         |                           |                      |
|                                                         |                           |                      |
|                                                         |                           |                      |
| <u>Experience Record Pertinent to Required Service:</u> |                           |                      |
|                                                         |                           |                      |
|                                                         |                           |                      |
|                                                         |                           |                      |
|                                                         |                           |                      |
|                                                         |                           |                      |

**Certification:**

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

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

.....  
DATE

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

## EVALUATION SCHEDULE: CV FOR TECHNICIAN / ARTISAN/SURVEYOR

[illegible]**Certification:**

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

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

DATE \_\_\_\_\_

INCUMBANT'S IDENTITY NUMBER

## 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 with firm:     |
| <u>Employment Record:</u>                               |                           |                      |
|                                                         |                           |                      |
|                                                         |                           |                      |
|                                                         |                           |                      |
|                                                         |                           |                      |
|                                                         |                           |                      |
|                                                         |                           |                      |
|                                                         |                           |                      |
|                                                         |                           |                      |
| <u>Experience Record Pertinent to Required Service:</u> |                           |                      |
|                                                         |                           |                      |
|                                                         |                           |                      |
|                                                         |                           |                      |
|                                                         |                           |                      |
|                                                         |                           |                      |
|                                                         |                           |                      |

**Certification:**

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

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

.....  
DATE

.....  
INCUMBANT'S IDENTITY NUMBER

**T2.1.28 EVALUATION SCHEDULE: PROGRAMME SCHEDULE**

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

**PROGRAMME (EXAMPLE ONLY)**

| ACTIVITY | WEEK |   |   |   |   |   |   |   |   |    |
|----------|------|---|---|---|---|---|---|---|---|----|
|          | 1    | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|          |      |   |   |   |   |   |   |   |   |    |
|          |      |   |   |   |   |   |   |   |   |    |
|          |      |   |   |   |   |   |   |   |   |    |
|          |      |   |   |   |   |   |   |   |   |    |
|          |      |   |   |   |   |   |   |   |   |    |
|          |      |   |   |   |   |   |   |   |   |    |
|          |      |   |   |   |   |   |   |   |   |    |
|          |      |   |   |   |   |   |   |   |   |    |
|          |      |   |   |   |   |   |   |   |   |    |
|          |      |   |   |   |   |   |   |   |   |    |
|          |      |   |   |   |   |   |   |   |   |    |
|          |      |   |   |   |   |   |   |   |   |    |
|          |      |   |   |   |   |   |   |   |   |    |
|          |      |   |   |   |   |   |   |   |   |    |

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

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

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

## T2.1.29 EVALUATION SCHEDULE: SCHEDULE OF PLANT AND EQUIPMENT

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

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

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

*Attach additional pages if more space is required*

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

| DESCRIPTION (type, size, capacity etc) | QUANTITY | HOW ACQUIRED |        |
|----------------------------------------|----------|--------------|--------|
|                                        |          | HIRE/<br>BUY | SOURCE |
|                                        |          |              |        |
|                                        |          |              |        |
|                                        |          |              |        |
|                                        |          |              |        |
|                                        |          |              |        |
|                                        |          |              |        |

*Attach additional pages if more space is required*

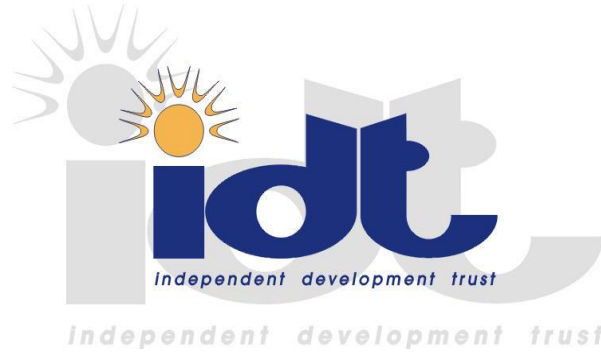
The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

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

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

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

DATE:.....



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

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

**C1.2 Contract Data**

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

**C.1.4 Adjudicators Agreement**

**C1.5 Waiver of the Lien**

**C1.6 Agreement In Terms Of Section 37(2) of OHS**



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

## C1.1 Form of Offer and Acceptance

### OFFER

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

#### **IDTFS-ASIDI-CAL-CON24: CONSTRUCTION OF NEW SPORTSFIELD FOR CALEDON PARK SCHOOL, FICKSBURG, FREE STATE PROVINCE**

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

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

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

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

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

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

..

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

..

Capacity .....

#### **for the tenderer**

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

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

CIDB Registration number .....

**NOTE: Failure of a tenderer to sign this part of the tender form (offer) will invalidate the tender**

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

The terms of the contract, are contained in:

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

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

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

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

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

|                         |                               |
|-------------------------|-------------------------------|
| Signature .....         | Date .....                    |
| Name .....              | Identity number .....         |
| Capacity .....          |                               |
| <b>for the Employer</b> |                               |
|                         | Independent Development Trust |
|                         | 46 Second Avenue              |
|                         | Westdene                      |
|                         | Bloemfontein 9301             |

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

**Schedule of Deviations**

1 Subject .....

Details .....

.....

.....

.....

2 Subject .....

Details .....

.....

.....

.....

3 Subject .....

Details .....

.....

.....

.....

4 Subject .....

Details .....

.....

.....

.....

5 Subject .....

Details .....

.....

.....

.....

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

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

---

## **C1.2 CONTRACT DATA**

**INDEPENDENT DEVELOPMENT TRUST**

**CONSTRUCTION OF NEW SPORTSFIELD FOR CALEDON PARK SCHOOL,  
FICKSBURG, FREE STATE PROVINCE**

**C1.2 Contract Data for Bid No: IDTFS-ASIDI-CAL-CON24**

The Conditions of Contract are clauses 1 to 30 of the **JBCC Principal Building Agreement (Edition 6.2 May 2018)** published by the Joint Building Contracts Committee together with IDT's Special Conditions of Contract.

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, No. 48491, 28 April 2023), hereinafter referred to as the Standard

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

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

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

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

## Contract Agreement

| Clause Number | Contract Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 41.0          | <p><b>41.0 POST TENDER PROVISIONS</b></p> <p>41.1 All information provided in this section requires consultation with the <b>parties</b> to the <b>agreement</b>.</p> <p>41.2 The completed <b>Contract Data - Employer</b> and <b>Contractor</b></p> <p>41.3 <b>Contractor</b> addenda and such other pertinent documents as listed below shall form part of this <b>agreement</b>:</p> <p>41.3 The dispute resolution body selected by the <b>parties</b> is:</p> <p style="text-align: center;"><b><u>THE ASSOCIATION OF SOUTH AFRICAN ARBITRATORS</u></b></p> <p>41.4 The <b>employer</b> shall provide a <b>Payment Guarantee</b><br/>(amount) <input type="text" value="N/A"/></p> <p>41.5 An annual building industry holiday period is applicable<br/>(yes/no) <input type="text" value="YES"/></p> <p>41.6 Further provisions and information agreed by the parties:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> |
| 42.0          | <p><b>42.0 CONTRACTUAL AGREEMENT</b></p> <p>42.1 This <b>agreement</b> is the entire (special conditions?) contract between the <b>parties</b> regarding the matters addressed herein. No representations, terms, conditions or warranties not contained in this <b>agreement</b> shall be binding on the <b>parties</b>. No agreement or addendum varying, adding to, deleting or terminating this <b>agreement</b> including this clause shall be effective unless reduced to writing and signed by the <b>parties</b>.</p> <p>42.2 <b>Contracting Parties</b></p> <p>(1) <b>Employer</b> : <b>THE INDEPENDENT DEVELOPMENT TRUST</b></p> <p>Physical Address : Free State Regional Office<br/>46 Second Avenue<br/>Westdene<br/>Bloemfontein, 9301</p> <p>Telephone : (051) 430 0011<br/>Fax :<br/>E-mail : <a href="mailto:tsholofelot@idt.org.za">tsholofelot@idt.org.za</a></p> <p>TAX / Vat Registration no : 458 014 7876</p>  |

| Clause Number | Contract Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|               | <p>(2) <b>Contractor</b> : _____</p> <p>Physical Address : _____</p> <p>: _____</p> <p>Telephone : _____</p> <p>E-mail : _____</p> <p>TAX / Vat Registration no : _____</p> <p>42.3 The accepted contract sum (inclusive of tax)</p> <p>(amount) <input type="text"/></p> <p>(In words) _____</p> <p>_____</p> <p>_____</p> <p>42.4 Signature of the contracting <b>parties</b>:</p> <p>Thus done and signed at _____ on _____</p> <p>_____<br/>Name of signatory</p> <p>For and on behalf of the <b>employer</b> who<br/>by signature hereof warrants<br/>authorisation hereto</p> <p>_____<br/>Capacity of signatory</p> <p>As Witness (1)</p> <p>Thus done and signed at _____ on _____</p> <p>_____<br/>Name of signatory</p> <p>For and on behalf of the <b>contractor</b> who<br/>by signature hereof warrants<br/>authorisation hereto</p> <p>_____<br/>Capacity of signatory</p> <p>As Witness (2)</p> |



| Clause Number | Contract Agreement                                                                               |                                                                                                  |
|---------------|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
|               | <p>Details of Witness (1)</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p> | <p>Details of Witness (2)</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p> |

**The Joint Building Contracts Committee® - NPC**  
**CONTRACT DATA**  
*For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES*  
**Principal Building Agreement Edition**  
**6.2 - May 2018**

## A PROJECT INFORMATION

### A 1.0 Works [1.1]

|                   |                                                                                                                                                                         |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project name      | Construction of New Sportsfield for Caledon Park School                                                                                                                 |
| Reference number  | IDTFS-ASIDI-CAL-CON24                                                                                                                                                   |
| Works description | Construction of New Sportsfield for Caledon Park School<br><br>Refer to more detailed scope of works described in <b>Part C3</b> of the tender document and Annexure B. |

### A 2.0 Site [1.1]

|                    |                                                                                                         |
|--------------------|---------------------------------------------------------------------------------------------------------|
| Erf / stand number | 387 & 389 Caledon Park                                                                                  |
| Township / Suburb  | Ficksburg                                                                                               |
| Site address       | Erf 387 & 389, Caledon Street, Caledon Park, Ficksburg, 9730<br>Co-ordinates: -28.88611111, 27.88555556 |
| Local authority    | Setsoto Local Municipality                                                                              |

### A 3.0 Employer [1.1]

|                                                      |                                                    |                  |                |
|------------------------------------------------------|----------------------------------------------------|------------------|----------------|
| Official Name of Organ of State / Public Sector Body | Independent Development Trust, Free State Province |                  |                |
| Business registration number                         | 669/91                                             |                  |                |
| VAT/GST number                                       | 4580147876                                         |                  |                |
| Country                                              | RSA                                                |                  |                |
| Employer's representative: Name                      | Mr Obakeng Marwane                                 |                  |                |
| E-mail                                               | ObakengMa@idt.org.za                               | Telephone number | (051) 430 0011 |
| Mobile number                                        |                                                    |                  |                |
| Postal address                                       | 46 Second Avenue, Westdene                         |                  |                |
|                                                      | Bloemfontein                                       | Postal code      | 9301           |
| Physical address                                     | 46 Second Avenue, Westdene                         |                  |                |
|                                                      | Bloemfontein                                       | Postal code      | 9301           |

**A 4.0 Principal agent & Civil Engineer [1.1]**

|                       |                                 |                  |                         |
|-----------------------|---------------------------------|------------------|-------------------------|
| Name                  | DEEDSCON CONSULT (PTY) LTD      |                  |                         |
| Legal entity of above |                                 | Contact person   | Mr. Albert Shoko        |
| Practice number       | 980577                          | Telephone number | 012 655 0994            |
|                       |                                 | Mobile number    | 065 863 3503            |
| Country               | RSA                             | E-mail           | albertcs@deedscon.co.za |
| Postal address        | 52 Panorama Road, Rooihuiskraal |                  |                         |
|                       | Centurion                       | Postal code      | 0157                    |
| Physical address      | 52 Panorama Road, Rooihuiskraal |                  |                         |
|                       | Centurion                       | Postal code      | 0157                    |

**A 5.0 Agent [1.1; 6.2] Discipline: Achitect**

|                       |                                       |                  |                      |
|-----------------------|---------------------------------------|------------------|----------------------|
| Name                  | TRU SPACE (PTY) LTD                   |                  |                      |
| Legal entity of above |                                       | Contact person   | Mr. Mzwandile Jama   |
| Practice number       | PrArch21521                           | Telephone number | 051 030 0023         |
|                       |                                       | Mobile number    | 082 071 4791         |
| Country               | RSA                                   | E-mail           | zandi@truspace.co.za |
| Postal address        | 15 The Boulevard, Westway Office Park |                  |                      |
|                       |                                       | Postal code      | 3630                 |
| Physical address      | 15 The Boulevard, Westway Office Park |                  |                      |
|                       | Westville                             | Postal code      | 3630                 |

**A 6.0 Agent [1.1; 6.2] Discipline: Quantity Surveyor**

|                       |                  |                  |                    |
|-----------------------|------------------|------------------|--------------------|
| Name                  | ProQS HARRISMITH |                  |                    |
| Legal entity of above |                  | Contact person   | Mr. Theunis Bekker |
| Practice number       | 1686             | Telephone number | 033 346 1534       |
|                       |                  | Mobile number    | 0836256857         |
| Country               | RSA              | E-mail           | bekkerqs@gmail.com |
| Postal address        | 77 Warden Street |                  |                    |
|                       | Harrismith       | Postal code      | 9880               |
| Physical address      | 77 Warden Street |                  |                    |
|                       | Harrismith       | Postal code      | 9880               |

**B CONTRACT INFORMATION****B 1.0 Definitions [1.1]**

|                                                          |                                                                         |
|----------------------------------------------------------|-------------------------------------------------------------------------|
| <b>Bills of quantities:</b> System/Method of measurement | Seventh Edition 2015 of the Standard System of Measuring Builder's Work |
|                                                          |                                                                         |

**B 2.0 Law, regulations and notices [2.0]**

|                                                                 |                          |
|-----------------------------------------------------------------|--------------------------|
| <b>Law</b> applicable to the <b>works</b> , state country [2.1] | Republic of South Africa |
|-----------------------------------------------------------------|--------------------------|

**B 3.0 Offer and acceptance [3.0]**

|                                                    |                     |
|----------------------------------------------------|---------------------|
| Currency applicable to this <b>agreement</b> [3.2] | South African Rands |
|----------------------------------------------------|---------------------|

**B 4.0 Documents [5.0]**

|                                                                                                                  |                 |
|------------------------------------------------------------------------------------------------------------------|-----------------|
| The original signed <b>agreement</b> is to be held by the <b>principal agent</b> [5.2], if not, indicate by whom | <b>Employer</b> |
| Number of copies of <b>construction information</b> issued to the <b>contractor</b> at no cost [5.6]             | <b>3</b>        |

| Documents comprising the <b>agreement</b>                                                                                              | Page numbers   |
|----------------------------------------------------------------------------------------------------------------------------------------|----------------|
| The <b>JBCC®</b> Principal Building Agreement, Edition 6.2 May 2018                                                                    | 1 to 30        |
| The <b>JBCC®</b> Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018 | 1 to 14        |
| The <b>JBCC®</b> General Preliminaries for use with the <b>JBCC®</b> Principal Building Agreement, Edition 6.2 May 2018                | 1 to 7         |
| Bills of Quantities                                                                                                                    | Refer to Index |
| Additional documentation as stated in Procurement document                                                                             |                |
|                                                                                                                                        |                |
|                                                                                                                                        |                |
|                                                                                                                                        |                |
|                                                                                                                                        |                |
|                                                                                                                                        |                |
|                                                                                                                                        |                |

| Contract drawings – description                         | Number | Revision | Date |
|---------------------------------------------------------|--------|----------|------|
| Refer to drawings included in tender document annexures |        |          |      |
|                                                         |        |          |      |
|                                                         |        |          |      |
|                                                         |        |          |      |
|                                                         |        |          |      |
|                                                         |        |          |      |
|                                                         |        |          |      |
|                                                         |        |          |      |
|                                                         |        |          |      |

**B 5.0 Employer's agents [6.0]**

|                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Authority is delegated to the following <b>agents</b> to issue <b>contract instructions</b> and perform duties for specific aspects of the <b>works</b> [6.2] |
|                                                                                                                                                               |

|                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------|
| <b>Principal agent's</b> and <b>agents'</b> interest or involvement in the <b>works</b> other than a professional interest [6.3] |
| N/A                                                                                                                              |

**B 6.0 Insurances [10.0]**

| Insurances by <b>employer</b>                                                                                                                                   | Amount including <b>tax</b> | Deductible amount including <b>tax</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----------------------------------------|
| Yes/no? <input type="checkbox"/> NO <input type="checkbox"/>                                                                                                    |                             |                                        |
| Contract works insurance:                                                                                                                                       |                             |                                        |
| <input type="checkbox"/> New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)                                                                             |                             |                                        |
| or <input type="checkbox"/> <b>Works</b> with <b>practical completion</b> in <b>sections</b> [10.2] ( <b>contract sum</b> or amount)                            |                             |                                        |
| or <input type="checkbox"/> <b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b> ) |                             |                                        |
| <input type="checkbox"/> <b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance                              |                             |                                        |
| <input type="checkbox"/> <b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance                                      |                             |                                        |
| <input type="checkbox"/> Escalation, professional fees and reinstatement costs if not included above                                                            |                             |                                        |
| Total of the above contract works insurance amount                                                                                                              |                             |                                        |
| Supplementary insurance [10.1.2; 10.2]                                                                                                                          |                             |                                        |
| Public liability insurance [10.1.3; 10.2]                                                                                                                       |                             |                                        |
| Removal of lateral support insurance [10.1.4; 10.2]                                                                                                             |                             |                                        |
| Other insurances [10.1.5]                                                                                                                                       |                             |                                        |
| Yes/no? <input type="checkbox"/> If yes, description 1                                                                                                          |                             |                                        |
| Yes/no? <input type="checkbox"/> If yes, description 2                                                                                                          |                             |                                        |

and/or

| Insurances by <b>contractor</b>                    |                                                                                                                                     |                       | Amount including tax                  | Deductible amount including tax |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------------------------------|---------------------------------|
|                                                    | Yes/no?                                                                                                                             | <b>YES</b>            |                                       |                                 |
|                                                    | New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)                                                                          |                       | <b>Contract Sum</b>                   |                                 |
| or                                                 | <b>Works</b> with <b>practical completion</b> in sections [10.2] ( <b>contract sum</b> or amount)                                   |                       | <b>N/A</b>                            |                                 |
| or                                                 | <b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b> ) |                       | <b>N/A</b>                            |                                 |
|                                                    | <b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance                           |                       | <b>N/A</b>                            |                                 |
|                                                    | <b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance                                   |                       | <b>N/A</b>                            |                                 |
|                                                    | Escalation, professional fees and reinstatement costs if not included above                                                         |                       | <b>TBC</b>                            |                                 |
| Total of the above contract works insurance amount |                                                                                                                                     |                       | <b>Sum of above</b>                   |                                 |
| Supplementary insurance [10.1.2]                   |                                                                                                                                     |                       | <b>Contract works insurance value</b> |                                 |
| Public liability insurance [10.1.3]                |                                                                                                                                     |                       | <b>R 10 000 000</b>                   |                                 |
| Removal of lateral support insurance [10.1.4]      |                                                                                                                                     |                       | <b>N/A</b>                            |                                 |
| Other insurances [10.1.5]: Refer B17.0             |                                                                                                                                     |                       | <b>N/A</b>                            |                                 |
| Yes/no?                                            | <b>Yes</b>                                                                                                                          | If yes, description 1 |                                       |                                 |
| Hi Risk Insurance [10.1.5.1]                       |                                                                                                                                     |                       |                                       |                                 |
| Yes/no?                                            |                                                                                                                                     | If yes, description 2 |                                       |                                 |
|                                                    |                                                                                                                                     |                       |                                       |                                 |

**B 7.0 Obligations of the employer [12.1]**

|                                                                                             |  |                                                                                   |         |            |
|---------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------|---------|------------|
| Existing premises will be in use and occupied [12.1.2]                                      |  |                                                                                   | Yes/no? | <b>No</b>  |
| If yes, description                                                                         |  |                                                                                   |         |            |
| Restriction of working hours [12.1.2]                                                       |  |                                                                                   | Yes/no? | <b>No</b>  |
| If yes, description                                                                         |  |                                                                                   |         |            |
| Natural features and known services to be preserved by the <b>contractor</b> [12.1.3]       |  |                                                                                   | Yes/no? | <b>YES</b> |
| If yes, description                                                                         |  | No cutting of existing trees and shrubs, Unless instructed by the Principal Agent |         |            |
| Restrictions to the <b>site</b> or areas that the <b>contractor</b> may not occupy [12.1.4] |  |                                                                                   | Yes/no? | <b>No</b>  |
| If yes, description                                                                         |  |                                                                                   |         |            |
| Supply of <b>free issue</b> [12.1.10]                                                       |  |                                                                                   | Yes/no? | <b>No</b>  |
| If yes, description                                                                         |  |                                                                                   |         |            |

**B 8.0 Nominated subcontractors [14.0]**

|                  |           |                                       |
|------------------|-----------|---------------------------------------|
| Yes/no?          | <b>No</b> | If yes, description of specialisation |
| Specialisation 1 |           |                                       |
| Specialisation 2 |           |                                       |
| Specialisation 3 |           |                                       |
| Specialisation 4 |           |                                       |
| Specialisation 5 |           |                                       |

**B 9.0 Selected subcontractors [15.0]**

|                  |            |                                                                      |
|------------------|------------|----------------------------------------------------------------------|
| Yes/no?          | <b>YES</b> | If yes, description of specialisation                                |
| Specialisation 1 |            | Refer to the Provisional Amounts included in the Bills of Quantities |
| Specialisation 2 |            |                                                                      |
| Specialisation 3 |            |                                                                      |
| Specialisation 4 |            |                                                                      |
| Specialisation 5 |            |                                                                      |

**B 10.0 Direct contractors [16.0]**

|                          |           |                                       |
|--------------------------|-----------|---------------------------------------|
| Yes/no?                  | <b>NO</b> | If yes, description of extent of work |
| Extent of work [12.1.11] |           |                                       |
| Extent of work [12.1.11] |           |                                       |
| Extent of work [12.1.11] |           |                                       |
| Extent of work [12.1.11] |           |                                       |
| Extent of work [12.1.11] |           |                                       |

**B 11.0 Description of sections [20.1]**

|                  |  |                               |
|------------------|--|-------------------------------|
| <b>Section 1</b> |  | N/A                           |
| <b>Section 2</b> |  | N/A                           |
| <b>Section 3</b> |  | N/A                           |
| <b>Section 4</b> |  | N/A                           |
| <b>Section 5</b> |  | N/A                           |
| <b>Section 6</b> |  |                               |
| <b>Section</b>   |  | Remainder of the <b>works</b> |

**TENDER NO: IDTFS-ASIDI-CAL-CON24**

**B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]**

| <b>Practical completion</b><br>for the <b>works</b> as a<br>whole | Intended date of<br>possession of the<br><b>site</b> Refer B17.0<br>[12.1.5; 12.2.22] | Period for<br>inspection by the<br><b>principal agent</b><br>[19.3] | The date for<br><b>practical<br/>completion</b> shall<br>be the period as<br>indicated below<br>from the date of<br>possession of the<br><b>site</b> by the<br><b>contractor</b><br>[12.2.7; 24.1] | <b>Penalty</b> for late<br>completion [24.1]             |
|-------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
|                                                                   | <b>TBC</b>                                                                            | <b>working days</b>                                                 | Period in months                                                                                                                                                                                   | Penalty amount per<br><b>calendar day</b> (excl.<br>tax) |
|                                                                   | <del> </del>                                                                          | <del> </del>                                                        | <del> </del>                                                                                                                                                                                       | <del> </del>                                             |
|                                                                   | <del> </del>                                                                          | <b>TBC</b>                                                          | <b>18 Months</b>                                                                                                                                                                                   | <b>0.0175%</b> of the<br>contract Sum                    |

or where **sections** are applicable

| <b>Practical<br/>completion</b> of a<br><b>section</b> of the<br><b>works</b> | Intended date of<br>possession of a<br><b>section</b> Refer<br>B17.0<br>[12.1.5; 12.2.22] | Period for<br>inspection by the<br><b>principal agent</b><br>[19.3] | The date for<br><b>practical<br/>completion</b> shall<br>be the period as<br>indicated below<br>from the date of<br>possession of the<br><b>site</b> by the<br><b>contractor</b><br>[12.2.7; 24.1] | <b>Penalty</b> for late<br>completion [24.1]             |
|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
|                                                                               | <del> </del>                                                                              | <b>working days</b>                                                 | Period in months                                                                                                                                                                                   | Penalty amount per<br><b>calendar day</b> (excl.<br>tax) |
|                                                                               | <del> </del>                                                                              | <del> </del>                                                        | <del> </del>                                                                                                                                                                                       | <del> </del>                                             |
|                                                                               | <del> </del>                                                                              | <del> </del>                                                        | <del> </del>                                                                                                                                                                                       | <del> </del>                                             |
| <b>Section 1</b>                                                              | <del> </del>                                                                              | <b>N/A</b>                                                          | <del> </del>                                                                                                                                                                                       | <del> </del>                                             |
| <b>Section 2</b>                                                              | <del> </del>                                                                              | <del> </del>                                                        | <del> </del>                                                                                                                                                                                       | <del> </del>                                             |
| <b>Section 3</b>                                                              | <del> </del>                                                                              | <del> </del>                                                        | <del> </del>                                                                                                                                                                                       | <del> </del>                                             |
| <b>Section 4</b>                                                              | <del> </del>                                                                              | <del> </del>                                                        | <del> </del>                                                                                                                                                                                       | <del> </del>                                             |
| <b>Section 5</b>                                                              | <del> </del>                                                                              | <del> </del>                                                        | <del> </del>                                                                                                                                                                                       | <del> </del>                                             |
| <b>Section 6</b>                                                              | <del> </del>                                                                              | <del> </del>                                                        | <del> </del>                                                                                                                                                                                       | <del> </del>                                             |
| <b>Section 7</b>                                                              | <del> </del>                                                                              | <del> </del>                                                        | <del> </del>                                                                                                                                                                                       | <del> </del>                                             |
| <b>Section 8</b>                                                              | <del> </del>                                                                              | <del> </del>                                                        | <del> </del>                                                                                                                                                                                       | <del> </del>                                             |
| Remainder of the<br><b>works</b>                                              | <del> </del>                                                                              | <del> </del>                                                        | <del> </del>                                                                                                                                                                                       | <del> </del>                                             |



## TENDER NO: IDTFS-ASIDI-CAL-CON24

|                                                                                                              |
|--------------------------------------------------------------------------------------------------------------|
| Criteria to achieve <b>practical completion</b> not covered in the definition of <b>practical completion</b> |
|                                                                                                              |

### B 13.0 Defects liability period [21.0]

|                                                        |         |           |
|--------------------------------------------------------|---------|-----------|
| Extended defects liability period: Refer B17.0 [21.13] | Yes/no? | <b>No</b> |
| If yes, description of applicable elements             |         |           |

### B 14.0 Payment [25.0]

|                                                                       |                                  |            |  |
|-----------------------------------------------------------------------|----------------------------------|------------|--|
| Date of month for issue of regular <b>payment certificates</b> [25.2] | <b>TBC</b>                       |            |  |
| Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]        | Yes/no?                          | <b>Yes</b> |  |
| If yes, method to calculate                                           | <b>Haylett formula</b>           |            |  |
| <b>Employer</b> shall pay the <b>contractor</b> within: [25.10]       | <b>Thirty (30) calendar days</b> |            |  |

### B 15.0 Dispute resolution [30.0]

|                                                      |                                                     |            |  |
|------------------------------------------------------|-----------------------------------------------------|------------|--|
| Adjudication [30.6.1; 30.10] Name of nominating body | <b>Association of Arbitrators (Southern Africa)</b> |            |  |
| Applicable rules for adjudication [30.6.2]           | <b>JBCC rules of Adjudication</b>                   |            |  |
| Arbitration [30.7.4; 30.10]                          | Yes/no? *                                           | <b>yes</b> |  |
| If Yes, name of nominating body                      | <b>Association of Arbitrators (Southern Africa)</b> |            |  |
| * If No, then dispute will be referred to litigation |                                                     |            |  |
| Applicable rules for arbitration [30.7.5]            |                                                     |            |  |
|                                                      |                                                     |            |  |

**B 16.0 JBCC® General Preliminaries - selections**

|                                                                                                                              |                              |                                   |            |  |
|------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------------|------------|--|
| Provisional bills of quantities [P2.2]                                                                                       |                              | Yes/no?                           | <b>No</b>  |  |
| Availability of construction information [P2.3]                                                                              |                              | Yes/no?                           | <b>Yes</b> |  |
| Previous work - dimensional accuracy - details of previous contract(s) [P3.1]                                                |                              | Refer to Bill No. 1 Preliminaries |            |  |
| Previous work - <b>defects</b> - details of previous contract(s) [P3.2]                                                      |                              | Refer to Bill No. 1 Preliminaries |            |  |
| Inspection of adjoining properties - details [P3.3]                                                                          |                              | Refer to Bill No. 1 Preliminaries |            |  |
| Handover of <b>site</b> in stages - specific requirements [P4.1]                                                             |                              | Refer to Bill No. 1 Preliminaries |            |  |
| Enclosure of the <b>works</b> - specific requirements [P4.2]                                                                 |                              | Refer to Bill No. 1 Preliminaries |            |  |
| Geotechnical and other investigations - specific requirements [P4.3]                                                         |                              | Refer to Bill No. 1 Preliminaries |            |  |
| Existing premises occupied - details [P4.5]                                                                                  |                              | Refer to Bill No. 1 Preliminaries |            |  |
| Services - known - specific requirements [P4.6]                                                                              |                              | Refer to Bill No. 1 Preliminaries |            |  |
| Water [P8.1]                                                                                                                 | By <b>contractor</b>         | Yes/no?                           | <b>YES</b> |  |
|                                                                                                                              | By <b>employer</b>           | Yes/no?                           |            |  |
|                                                                                                                              | By <b>employer</b> – metered | Yes/no?                           |            |  |
| Electricity [P8.2]                                                                                                           | By <b>contractor</b>         | Yes/no?                           | <b>YES</b> |  |
|                                                                                                                              | By <b>employer</b>           | Yes/no?                           |            |  |
|                                                                                                                              | By <b>employer</b> – metered | Yes/no?                           |            |  |
| Ablution and welfare facilities [P8.3]                                                                                       | By <b>contractor</b>         | Yes/no?                           | <b>YES</b> |  |
|                                                                                                                              | By <b>employer</b>           | Yes/no?                           |            |  |
| Communication facilities - specific requirements [P8.4]                                                                      |                              | Refer to Bill No. 1 Preliminaries |            |  |
| Protection of the <b>works</b> - specific requirements [P11.1]                                                               |                              | Refer to Bill No. 1 Preliminaries |            |  |
| Protection / isolation of existing <b>works</b> and <b>works</b> occupied in <b>sections</b> - specific requirements [P11.2] |                              | Refer to Bill No. 1 Preliminaries |            |  |
| Disturbance - specific requirements [P11.5]                                                                                  |                              | Refer to Bill No. 1 Preliminaries |            |  |
| Environmental disturbance - specific requirements [P11.6]                                                                    |                              | Refer to Bill No. 1 Preliminaries |            |  |

**B 17.0 Changes made to JBCC® documentation**

Reference may be made to other documents forming part of this **agreement**

**1.1 Definitions**

**AGREEMENT:** The completed Form of Offer and Acceptance, the completed **JBCC®** Principal Building Agreement and **JBCC® contract data for organs of state and other public sector bodies**, the **contract drawings**, the **priced document** and any other documents reduced to writing and signed by the authorised representatives of the **parties**

**CONSTRUCTION PERIOD:** The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

**CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES:** The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

**INTEREST:** The interest rates applicable on 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), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975), calculated as simple interest, in respect of debts owing by the State

**PRINCIPAL AGENT:** The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

### 3.0 Offer and Acceptance

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

### 6.0 Employer's Agents

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

### 9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: ".... due to no fault of the **contractor**"

### 10.0 Insurances

Add the following as 10.1.5.1:

#### Hi 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 sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

##### 10.1.5.1.1 Damage to the works

The contractor shall, from the date of possession of the **site** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds 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, restore, replace and/or repair the **works**, at the **contractor's** own costs

##### 10.1.5.1.2 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 personal 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 the contract

##### 10.1.5.1.3

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the date of possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

##### 10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. 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 one indivisible whole

**11.0 Securities**

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the **works** executed on **site**

**12.0 Obligations of the Parties**

Amend 12.1.5 to read as follows:

Give possession of the **site** to the **contractor** within ten (10) **working days** of the **contractor** complying with the terms of 12.2.22

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

**19.0 Practical Completion**

19.5: Delete the words "subject to the **contractor's** lien or right of continuing possession of the **works** where this has not been waived"

**21.0 Defects Liability Period and Final Completion**

Add the following as 21.13:

The ninety (90) **calendar days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

**25.0 Payment**

25.7.5: Not applicable

Clause 25.10 has been amended to;

"The **employer** shall pay the **contractor** the amount certified in an issued **payment certificate** within thirty (30) **calendar days** of the date for issue of the **payment certificate** [CD] including **default interest**.

25.14.2: Not applicable

**27.0 Recovery of Expense and/or Loss**

27.1.5: Not applicable

**29.0 Termination**

Add the following after 29.1.3:

or where ...

29.1.4: The **contractor's** estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.5: The **contractor** has engaged in corrupt or fraudulent practices in competing for or in executing the contract

## A TENDERER'S SELECTIONS

### C 1.0 Securities [11.0]

Guarantee for construction: Select Option A or B

☐

|          |                                                                     |
|----------|---------------------------------------------------------------------|
| Option A | Guarantee for construction (variable) by <b>contractor</b> [11.1.1] |
|----------|---------------------------------------------------------------------|

|          |                                                                  |
|----------|------------------------------------------------------------------|
| Option B | Guarantee for construction (fixed) by <b>contractor</b> [11.1.2] |
|----------|------------------------------------------------------------------|

|                                                          |                |
|----------------------------------------------------------|----------------|
| Guarantee for payment by <b>employer</b> [11.5.1; 11.10] | Not applicable |
|----------------------------------------------------------|----------------|

|                                                                                   |                |
|-----------------------------------------------------------------------------------|----------------|
| Advance payment, subject to a <b>guarantee for advance payment</b> [11.2.2; 11.3] | Not applicable |
|-----------------------------------------------------------------------------------|----------------|

### C 2.0 Contractor's annual holiday periods during the construction period

|                                                  |            |  |          |  |
|--------------------------------------------------|------------|--|----------|--|
| Year 1 <b>contractor's</b> annual holiday period | start date |  | end date |  |
| Year 2 <b>contractor's</b> annual holiday period | start date |  | end date |  |
| Year 3 <b>contractor's</b> annual holiday period | start date |  | end date |  |

### C 3.0 Payment of preliminaries [25.0]

#### Contractor's selection

Select Option A or B

☐

Where the **contractor** does not select an option, Option A shall apply

#### Payment methods

|          |                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Option A | The <b>preliminaries</b> shall be paid in accordance with an amount prorated to the value of the <b>works</b> executed in the same ratio as the amount of the <b>preliminaries</b> to the <b>contract sum</b> , which <b>contract sum</b> shall exclude the amount of <b>preliminaries</b> . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Option B | The <b>preliminaries</b> shall be paid in accordance with an amount agreed by the <b>principal agent</b> and the <b>contractor</b> in terms of the <b>priced document</b> to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the <b>principal agent</b> and adjusted from time to time as may be necessary to take into account the rate of progress of the <b>works</b> |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

#### Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

### C 4.0 Adjustment of preliminaries [26.9.4]

#### Contractor's selection

Select Option A or B

☐

Where the **contractor** does not select an option, Option A shall apply

#### Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per

**section**

|          |                                                                                                                                                                                                                                                                                                                                                                                 |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Option A | An allocation of the <b>preliminaries</b> amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) <b>working days</b> of the date of acceptance of the tender                                                                                                                                           |
| Option B | A detailed breakdown of the <b>preliminaries</b> amounts within fifteen (15) <b>working days</b> of possession of the <b>site</b> . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of <b>construction equipment</b> , establishment and dis-establishment charges, insurances and guarantees, all in terms of the <b>programme</b> |

**Adjustment methods**

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Option A | <p>The <b>preliminaries</b> shall be adjusted in accordance with the allocation of <b>preliminaries</b> amounts provided by the <b>contractor</b>, apportioned to <b>sections</b> where completion in <b>sections</b> is required</p> <p>Fixed - An amount which shall not be varied</p> <p>Value-related - An amount varied in proportion to the <b>contract value</b> as compared to the <b>contract sum</b>. Both the <b>contract sum</b> and the <b>contract value</b> shall exclude the amount of <b>preliminaries</b>, contingency sum(s) and any provision for cost fluctuations</p> <p>Time-related - An amount varied in proportion to the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]</p> |
| Option B | <p>The adjustment of <b>preliminaries</b> shall be based on the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]</p> <p>The adjustment shall take into account the resources as set out in the detailed breakdown of the <b>preliminaries</b> for the period of construction during which the delay occurred</p>                                                                                                                                                                                                                                                                                                                                                                                         |

**Failure to provide particulars within the period stated**

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Option A | <p>Where the allocation of <b>preliminaries</b> amounts for Option A is not provided, the following allocation of <b>preliminaries</b> amounts shall apply:</p> <p>Fixed - Ten per cent (10%)<br/>Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the <b>preliminaries</b> per <b>section</b> is not provided, the categorised amounts shall be prorated to the cost of each <b>section</b> within the <b>contract sum</b> as determined by the <b>principal agent</b></p> |
| Option B | Where the detailed breakdown of <b>preliminaries</b> amounts for Option B is not provided, Option A shall apply                                                                                                                                                                                                                                                                                                                                                                                                                                |

**Lump sum contract**

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

## **C1.3 CONSTRUCTION GUARANTEE**



## INDEPENDENT DEVELOPMENT TRUST

## PRO FORMA : CONSTRUCTION OF NEW SPORTSFIELD FOR CALEDON PARK SCHOOL, FICKSBURG, FREE STATE PROVINCE

## C1.3 Construction Guarantee

## GUARANTOR DETAILS AND DEFINITIONS

|                                                                                            |                                                                                                                      |                |
|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|----------------|
| Guarantor means                                                                            | _____                                                                                                                |                |
| Physical address                                                                           | _____<br>_____                                                                                                       |                |
| Guarantor's signatory 1                                                                    | _____                                                                                                                | Capacity _____ |
| Guarantor's signatory 2                                                                    | _____                                                                                                                | Capacity _____ |
| Employer means                                                                             | <u>THE INDEPENDENT DEVELOPMENT TRUST</u>                                                                             |                |
| Contractor means                                                                           | _____                                                                                                                |                |
| Agent means                                                                                | <u>DEEDSCON CONSULT (PTY) LTD</u>                                                                                    |                |
| Works means                                                                                | <u>BID No. IDTFS-ASIDI-CAL-CON24</u><br><u>CONSTRUCTION OF NEW SPORTSFIELD FOR CALEDON PARK SCHOOL</u>               |                |
| Site means                                                                                 | <u>CALEDON PARK SCHOOL :</u><br><u>THABO MOFUTSANYANE DISTRICT</u>                                                   |                |
| Agreement means                                                                            | <u>The JBCC Principal Agreement Edition 6.2, May 2018</u><br><u>with standard and special conditions of contract</u> |                |
| Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT |                                                                                                                      |                |
| Amount in figures                                                                          | R _____                                                                                                              |                |
| Amount in words                                                                            | _____<br>_____ (Rand)                                                                                                |                |
| Guaranteed Sum means the maximum aggregate amount of                                       |                                                                                                                      |                |
| Amount in figures                                                                          | R _____                                                                                                              |                |
| Amount in words                                                                            | _____<br>_____ (Rand)                                                                                                |                |

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

| <b>GUARANTOR'S LIABILITY</b>                                                                                                                | <b>PERIOD OF LIABILITY</b>                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of:</p> <p>_____</p> <p>_____</p> <p>(Rands) (R _____)</p> | <p>From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.</p> |

- 2** The Guarantor hereby acknowledges that:

- 2.1** Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.

- 2.2** Its obligation under this Guarantee is restricted to the payment of money.

- 3** Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

- 3.1** A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2

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

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

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

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

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

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

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

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

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

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

|                            |       |                            |       |
|----------------------------|-------|----------------------------|-------|
| Guarantor's<br>Signatory 1 | _____ | Guarantor's<br>Signatory 2 | _____ |
|----------------------------|-------|----------------------------|-------|

|                 |       |                 |       |
|-----------------|-------|-----------------|-------|
| Identity number | _____ | Identity number | _____ |
|-----------------|-------|-----------------|-------|

|           |       |           |       |
|-----------|-------|-----------|-------|
| Witness 1 | _____ | Witness 2 | _____ |
|-----------|-------|-----------|-------|

Guarantor's seal or stamp

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

**INDEPENDENT DEVELOPMENT TRUST****CONSTRUCTION OF NEW SPORTSFIELD FOR CALEDON PARK SCHOOL,  
FICKSBURG, FREE STATE PROVINCE****C1.4 Adjudicator's Agreement**

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

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

of \_\_\_\_\_

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

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

of \_\_\_\_\_

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

(the Parties)

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

of \_\_\_\_\_

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

(the Adjudicator)

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

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

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

\* Delete as necessary

**IT IS NOW AGREED** as follows:

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

SIGNED by: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 ID: \_\_\_\_\_

who warrants that he / she is  
 duly authorised to sign for and  
 on behalf of the first Party in the  
 presence of

SIGNED by: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 ID: \_\_\_\_\_

who warrants that he / she is  
 duly authorised to sign for and  
 behalf of the second Party in  
 the presence of

SIGNED by: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 ID: \_\_\_\_\_

the Adjudicator in the  
 presence of

Witness \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

Witness: \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address: \_\_\_\_\_

Witness: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

Date: \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_  
 \_\_\_\_\_

#### Contract Data

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | The Adjudicator shall be paid at the hourly rate of R. . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent traveling.                                                                                                                                                                                                                                                                                                                               |
| 2 | The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to:<br>(a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs.<br>(b) Telegrams, telex, faxes, and telephone calls.<br>(c) Postage and similar delivery charges.<br>(d) Travelling, hotel expenses and other similar disbursements.<br>(e) Room charges.<br>(f) Charges for legal or technical advice obtained in accordance with the Procedure. |
| 3 | The Adjudicator shall be paid an appointment fee of R . . . . . This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.                               |
| 4 | The Adjudicator is/is not* currently registered for VAT.                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 5 | Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.                                                                                                                                                                                                                                                                                                                                                               |
| 6 | All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.                                                                                                                                                                                                                                                             |

\* Delete as necessary

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

# Waiver of Contractor's Lien

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

## Agreement

### DEFINITIONS

Contractor\_\_\_\_\_

Employer\_\_\_\_\_

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

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

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

### AGREEMENT

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

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

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

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

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

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

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

JBCC Series 2000  Code 2121 July 2007



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

**C.1.6 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

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

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

.....  
in his capacity as: .....

AND: .....

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

.....  
in his capacity as: .....

duly authorised to sign on behalf of the Contractor.

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

**TENDER : CONSTRUCTION OF NEW SPORTSFIELD FOR CALEDON PARK SCHOOL, FICKSBURG, FREE STATE PROVINCE**

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

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

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

and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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

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

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

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

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

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....





# **INDEPENDENT DEVELOPMENT TRUST** **VOLUME 2 of 2**

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

CONSTRUCTION OF NEW SPORTSFIELD FOR CALEDON PARK SCHOOL,  
FICKSBURG - FOR THE DEPARTMENT OF EDUCATION, FREE STATE  
PROVINCE

### **TENDER NO: IDTFS-ASIDI-CAL-CON24**

#### **Independent Development Trust**

46 Second Avenue, Westdene  
Bloemfontein, 9301  
Tel: (051) 411 6250

The IDT Programme Manager  
Name: Mr Lefa Makoti  
Tel: (051) 430 0011  
Email: [LefaM@idt.org.za](mailto:LefaM@idt.org.za)

**Bidder:** .....

**CIDB Registration Number:** ..... **5GB GENERAL BUILDING OR HIGHER**

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

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

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

## **C2 PRICING DATA**

## **C2.1 PRICING INSTRUCTIONS**

## INDEPENDENT DEVELOPMENT TRUST

CONSTRUCTION OF NEW SPORTSFIELD FOR CALEDON PARK SCHOOL,  
FICKSBURG - FOR THE DEPARTMENT OF EDUCATION, FREE STATE  
PROVINCE

### 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:
- 2 The **Agreement is based on the JBCC Series Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.2, May 2018**. The additions, deletions and ALTERATIONS to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminaries are based on the various parts of the ASAQS Preliminaries (November 2007 edition) as prepared by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement. The additions, deletions and ALTERATIONS to the various parts of the Preliminaries as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
- 5 The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 6 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are attached to these bills of quantities.
- 7 **REFERENCE TO ANY PARTICULAR PRODUCT**  
Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 8 **FIXED PRICE**  
The rates contained in the Bills of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed.  
  
Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.
- 9 Bidders are to take note that the contract price adjustments are not applicable to this contract.



|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10 | An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 11 | Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 12 | The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 13 | The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 14 | <p>The amount of the Preliminary Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary Section and any amount in respect of contract price adjustment provided for in the contract.</p> <p>Provisional sums are provided for some items in the Schedule of Quantities. Work done under these items will be at the written direction of the Employer. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.</p> <p>The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the “Amount” column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any authorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.</p> |
| 15 | Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 16 | <p>The amount or items of the Preliminary Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:</p> <ul style="list-style-type: none"> <li>a) an amount which is not to be varied, namely Fixed (F)</li> <li>b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and</li> <li>c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 17 | <p>Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:</p> <ul style="list-style-type: none"> <li>a) 10 percent is Fixed;</li> <li>b) 15 percent is Value Related</li> <li>c) 75 percent is Time Related.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 18 | The adjustment of the Preliminary Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary Section shall exclude any contingency sum, the amount for the Preliminary Section                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

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

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

| Item No                                                                                                                                                                                                                                                                                                                                                                                   | Quantity | Rate | Amount |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|--------|
| <b><u>BILL NO. 1</u></b><br><b><u>PRELIMINARIES</u></b>                                                                                                                                                                                                                                                                                                                                   |          |      |        |
| <b><u>BUILDING AGREEMENT AND PRELIMINARIES</u></b>                                                                                                                                                                                                                                                                                                                                        |          |      |        |
| The <b>JBCC</b> Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described                                                                                                                                                                                     |          |      |        |
| The <b>JBCC</b> Principal Building Agreement <b>contract data</b> form an integral part of this <b>agreement</b>                                                                                                                                                                                                                                                                          |          |      |        |
| The <b>JBCC</b> General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the <b>JBCC</b> Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these <b>bills of quantities</b> , amended as hereinafter described                                                                                         |          |      |        |
| The <b>contractor</b> is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause                                                                                                                                                                                                                                                           |          |      |        |
| The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only                                                                                                                                                                                                                                                                                 |          |      |        |
| Where any item is not relevant to this <b>agreement</b> such item is marked N/A signifying "not applicable"                                                                                                                                                                                                                                                                               |          |      |        |
| Where standard clauses or alternatives are not entirely applicable to this <b>agreement</b> such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents |          |      |        |
| Carried to Collection                                                                                                                                                                                                                                                                                                                                                                     |          |      | R      |
| Bill No. 1<br>PRELIMINARY AND GENERAL<br>ProQS Harrismith<br>September 2024                                                                                                                                                                                                                                                                                                               |          |      |        |

**PREAMBLES FOR TRADES**

*The latest version of the General Preambles for Trades should be referred to should the General Preambles for Trades 2017 be revised in future*

The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these **bills of quantities** and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained

Supplementary preambles and/or specifications are incorporated in these **bills of quantities** to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles

The **contractor's** prices for all items throughout these **bills of quantities** shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications

**STRUCTURE OF THIS PRELIMINARIES BILL**

Section A : A recital of the headings of the individual clauses in the aforementioned **JBCC** Principal Building Agreement

Section B : A recital of the headings of the individual clauses in the aforementioned **JBCC** General Preliminaries

Section C : Any special clauses to meet the particular circumstances of the project

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**September 2024**

R

**PRICING OF PRELIMINARIES**

Should the **contractor** select Option A in the **contract data** for the adjustment of **preliminaries**, the amounts entered against the relevant items in these **preliminaries** are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)

**SECTION A: PRINCIPAL BUILDING AGREEMENT**

**Interpretation (A1-A7)**

1 Clause 1.0 - Definitions and interpretation

**Pricing of bills of quantities**

The **contractor** is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this **agreement**. Value Added Tax (VAT) is to be separately stated on the summary page of these **bills of quantities**

Items left unpriced will be deemed to be covered in prices against other items throughout these **bills of quantities** and no claim for any extras arising out of the **contractor's** omission to price any item will be entertained

Prices for all **construction equipment**, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary

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Abbreviated descriptions

The items in these **bills of quantities** utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the **contractor** shall, before submission of his tender, call for a written directive from the **principal agent**, failing which it shall be assumed that the **contractor** has allowed in his pricing for materials and workmanship in terms of international best practice

Legal status of contractor

If the **contractor** constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:

- 1. These persons are deemed to be jointly and severally liable to the **employer** for the performance of this **agreement**
- 2. These persons shall notify the **employer** of their leader who has assigned authority to bind the **contractor** and each of these persons
- 3. The **contractor** shall not alter its composition or legal status without the prior written consent of the **employer**

F:..... V:..... T:.....

Item

2 Clause 2.0 - **Law**, regulations and **notices**

F:..... V:..... T:.....

Item

3 Clause 3.0 - Offer and acceptance

F:..... V:..... T:.....

Item

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C2.11



|                                                                             |                                                                                                                                                                                                                                                                                                          |  |   |  |
|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---|--|
| 1.2.5                                                                       | Provision and testing of samples of <b>materials and goods</b> and/or of finishes and assemblies of elements of the <b>works</b>                                                                                                                                                                         |  |   |  |
| 1.2.6                                                                       | Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]                                                                                                                                                                                                                              |  |   |  |
| 1.2.7                                                                       | Removal or re-execution of work                                                                                                                                                                                                                                                                          |  |   |  |
| 1.2.8                                                                       | Removal or substitution of any <b>materials and goods</b>                                                                                                                                                                                                                                                |  |   |  |
| 1.2.9                                                                       | Protection of the <b>works</b>                                                                                                                                                                                                                                                                           |  |   |  |
| 1.2.10                                                                      | Making good physical loss and repairing damage to the <b>works</b> [23.2.2]                                                                                                                                                                                                                              |  |   |  |
| 1.2.11                                                                      | Rectification of <b>defects</b> [21.2]                                                                                                                                                                                                                                                                   |  |   |  |
| 1.2.12                                                                      | A <b>list for practical completion</b> specifying outstanding or defective work to be rectified to achieve <b>practical completion</b> , a <b>list for completion</b> and a <b>list for final completion</b> specifying outstanding or defective work to be rectified to achieve <b>final completion</b> |  |   |  |
| 1.2.13                                                                      | Expenditure of <b>budgetary allowances, prime cost amounts</b> and <b>provisional sums</b>                                                                                                                                                                                                               |  |   |  |
| 1.2.14                                                                      | Appointment of a <b>subcontractor</b> [14.0; 15.0]                                                                                                                                                                                                                                                       |  |   |  |
| 1.2.15                                                                      | Work by <b>direct contractors</b> [16.0]                                                                                                                                                                                                                                                                 |  |   |  |
| 1.2.16                                                                      | On suspension or termination, protection of the <b>works</b> , removal of <b>construction equipment</b> and surplus <b>materials and goods</b> [29.0] ?                                                                                                                                                  |  |   |  |
| 2.                                                                          | <u>Quantity surveyor</u>                                                                                                                                                                                                                                                                                 |  |   |  |
| Carried to Collection                                                       |                                                                                                                                                                                                                                                                                                          |  | R |  |
| Bill No. 1<br>PRELIMINARY AND GENERAL<br>ProQS Harrismith<br>September 2024 |                                                                                                                                                                                                                                                                                                          |  |   |  |

2.1 Duties [6.2] :

The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the **works**

2.2 **Contract instructions** [6.2; 17.1] :

2.2.1 No **contract instructions** delegated to the quantity surveyor

3. Civil and structural engineer

3.1 Duties [6.2] :

The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the **works**

3.2 **Contract instructions** [6.2; 17.1] :

3.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement

3.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**

3.2.3 The **site** [13.0]

3.2.4 Compliance with the **law**, regulations and bylaws [2.1]

3.2.5 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**

3.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

3.2.7 Removal or re-execution of work

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3.2.8 Removal or substitution of any **materials and goods**

3.2.9 Protection of the **works**

3.2.10 Making good physical loss and repairing damage to the **works** [23.2.2]

3.2.11 Rectification of **defects** [21.2]

3.2.12 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**

3.2.13 Expenditure of **budgetary allowances, prime cost amounts** and **provisional sums** ?

? 8. Health and safety consultant

8.1 Duties [6.2] :

The health and safety consultant is responsible for all aspects of health and safety of the **works**. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the **works**. He shall:

8.1.1 Act as the **employer's agent** in terms of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended

8.1.2 Prepare and update the health and safety specification for the **works**

8.1.3 Agree with the **contractor** the health and safety plan for the **works**

8.1.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the act and regulations

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R

[illegible]

Notice board

The **contractor** shall erect in a position approved by the **principal agent**, maintain and remove on **practical completion** a notice board recommended by the South African Institute of Architects and as approved by the **principal agent** listing the names and logos of the **employer**, the **contractor** and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the **principal agent** for such notice boards to be erected [12.2.18]

Statutory and other notices

The **contractor** shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the **works** by the **contractor**. The **contractor** shall pay all deposits or fees in this regard

It is, however, specifically recorded that the **employer** shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto

F:..... V:..... T:.....

Item

13 Clause 13.0 - Setting out

F:..... V:..... T:.....

Item

14 Clause 14.0 - Nominated **subcontractors**

F:..... V:..... T:.....

Item

15 Clause 15.0 - Selected **subcontractors**

F:..... V:..... T:.....

Item

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**ProQS Harrismith**  
**September 2024**

|                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |      |  |  |   |
|-----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--|--|---|
| 16                                                                                                                                      | <p>Clause 16.0 - <b>Direct contractors</b></p> <p><b>Attendance on direct contractors</b></p> <p>In respect of <b>direct contractors</b> the <b>contractor</b> shall:</p> <ol style="list-style-type: none"><li>1. Designate an area for the <b>direct contractor</b> to establish a temporary office and workshop and storage of equipment and materials</li><li>2. Allow the use of personnel welfare facilities, where provided</li><li>3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation</li><li>4. Permit the <b>direct contractor</b> to use erected scaffolding, hoisting facilities, etc provided by the <b>contractor</b>, in common with others having the like right, while it remains erected on the <b>site</b> [16.1]</li></ol> <p>F:..... V:..... T:.....</p> |      |  |  |   |
| 17                                                                                                                                      | <p>Clause 17.0 - <b>Contract instructions</b></p> <p><b>Site instructions</b></p> <p>Instructions issued on <b>site</b> are to be recorded in a site instruction book which is to be supplied and maintained on <b>site</b> by the <b>contractor</b></p> <p>F:..... V:..... T:.....</p> <p><b><u>Completion (A18 - A24)</u></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Item |  |  |   |
| 18                                                                                                                                      | Clause 18.0 - Interim completion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | N/A  |  |  |   |
| 19                                                                                                                                      | <p>Clause 19.0 - <b>Practical completion</b></p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Item |  |  |   |
| 20                                                                                                                                      | Clause 20.0 - Completion in <b>sections</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |      |  |  |   |
| <p><b>Carried to Collection</b></p> <p>Bill No. 1<br/>PRELIMINARY AND GENERAL<br/><b>ProQS Harrismith</b><br/><b>September 2024</b></p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |      |  |  | R |

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|    |                                                                                                                                                                                                                                                                                                                          |      |   |  |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---|--|
| 26 | <p>Clause 26.0 - Adjustment of the <b>contract value</b> and <b>final account</b></p> <p><b>Fluctuations in costs</b></p> <p>All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the <b>contractor</b> [26.9.5]</p> <p>F:..... V:..... T:.....</p> | Item |   |  |
| 27 | <p>Clause 27.0 - Recovery of expense and/or loss</p> <p>F:..... V:..... T:.....</p> <p><b><u>Suspension and termination (A28 - A29)</u></b></p>                                                                                                                                                                          | Item |   |  |
| 28 | <p>Clause 28.0 - Suspension by the <b>contractor</b></p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                  | Item |   |  |
| 29 | <p>Clause 29.0 - Termination</p> <p>F:..... V:..... T:.....</p> <p><b><u>Dispute resolution (A30)</u></b></p>                                                                                                                                                                                                            | Item |   |  |
| 30 | <p>Clause 30.0 - Dispute resolution</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                   | Item |   |  |
| 31 | <p><b><u>Agreement</u></b></p> <p>The required information of the <b>parties</b> and the amount of the <b>contract sum</b> shall be inserted in the <b>agreement</b> for signature of the <b>agreement</b> by the <b>parties</b></p> <p>F:..... V:..... T:.....</p>                                                      | Item |   |  |
| 32 | <p><b><u>Contract data</u></b></p> <p>Attached to the tender document</p> <p><b>Tenderer's selections</b></p>                                                                                                                                                                                                            |      |   |  |
|    | <p><b>Carried to Collection</b></p>                                                                                                                                                                                                                                                                                      |      | R |  |
|    | <p>Bill No. 1<br/>PRELIMINARY AND GENERAL<br/><b>ProQS Harrismith</b><br/><b>September 2024</b></p>                                                                                                                                                                                                                      |      |   |  |



|                                                                                                                            |                                                              |      |   |  |
|----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|------|---|--|
| Before submission of his tender the <b>contractor</b> is to complete the tenderer's selections in the <b>contract data</b> |                                                              |      |   |  |
|                                                                                                                            | F:..... V:..... T:.....                                      | Item |   |  |
| <b><u>SECTION B: GENERAL PRELIMINARIES</u></b>                                                                             |                                                              |      |   |  |
| <b><u>Definitions and interpretation (B1)</u></b>                                                                          |                                                              |      |   |  |
| 33                                                                                                                         | Clause 1.1 - Definitions                                     |      |   |  |
|                                                                                                                            | F:..... V:..... T:.....                                      | Item |   |  |
| 34                                                                                                                         | Clause 1.2 - Interpretation                                  |      |   |  |
|                                                                                                                            | F:..... V:..... T:.....                                      | Item |   |  |
| <b><u>Documents (B2)</u></b>                                                                                               |                                                              |      |   |  |
| 35                                                                                                                         | Clause 2.1 - Checking of documents                           |      |   |  |
|                                                                                                                            | F:..... V:..... T:.....                                      | Item |   |  |
| 36                                                                                                                         | Clause 2.2 - Provisional <b>bills of quantities</b>          |      |   |  |
|                                                                                                                            | F:..... V:..... T:.....                                      | N/A  |   |  |
| 37                                                                                                                         | Clause 2.3 - Availability of <b>construction information</b> |      |   |  |
|                                                                                                                            | F:..... V:..... T:.....                                      | Item |   |  |
| 38                                                                                                                         | Clause 2.4 - Ordering of <b>materials and goods</b>          |      |   |  |
|                                                                                                                            | F:..... V:..... T:.....                                      | Item |   |  |
| <b><u>Previous work and adjoining properties (B3)</u></b>                                                                  |                                                              |      |   |  |
| 39                                                                                                                         | Clause 3.1 - Previous work - dimensional accuracy            |      |   |  |
|                                                                                                                            | F:..... V:..... T:.....                                      | Item |   |  |
| 40                                                                                                                         | Clause 3.2 - Previous work - <b>defects</b>                  |      |   |  |
|                                                                                                                            | F:..... V:..... T:.....                                      | Item |   |  |
| Carried to Collection                                                                                                      |                                                              |      | R |  |
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|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|------|---|--|
| 41                                                                          | Clause 3.3 - Inspection of adjoining properties<br>F:..... V:..... T:.....<br><b><u>The site (B4)</u></b> | Item |   |  |
| 42                                                                          | Clause 4.1 - Handover of <b>site</b> in stages<br>F:..... V:..... T:.....                                 | Item |   |  |
| 43                                                                          | Clause 4.2 - Enclosure of the <b>works</b><br><br>F:..... V:..... T:.....                                 | Item |   |  |
| 44                                                                          | Clause 4.3 - Geotechnical and other investigations<br>F:..... V:..... T:.....                             | Item |   |  |
| 45                                                                          | Clause 4.4 - Encroachments<br>F:..... V:..... T:.....                                                     | Item |   |  |
| 46                                                                          | Clause 4.5 - Existing premises occupied<br>F:..... V:..... T:.....                                        | Item |   |  |
| 47                                                                          | Clause 4.6 - Services - known<br>F:..... V:..... T:.....<br><b><u>Management of contract (B5)</u></b>     | Item |   |  |
| 48                                                                          | Clause 5.1 - Management of the <b>works</b><br>F:..... V:..... T:.....                                    | Item |   |  |
| 49                                                                          | Clause 5.2 - Progress meetings<br>F:..... V:..... T:.....                                                 | Item |   |  |
| 50                                                                          | Clause 5.3 - Technical meetings<br>F:..... V:..... T:.....                                                | Item |   |  |
| Carried to Collection                                                       |                                                                                                           |      | R |  |
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| <b><u>Samples, shop drawings and manufacturer's instructions (B6)</u></b>   |                                                                                     |      |   |  |
| 51                                                                          | Clause 6.1 - Samples of materials<br>F:..... V:..... T:.....                        | Item |   |  |
| 52                                                                          | Clause 6.2 - Workmanship samples<br>F:..... V:..... T:.....                         | Item |   |  |
| 53                                                                          | Clause 6.3 - Shop drawings<br>F:..... V:..... T:.....                               | Item |   |  |
| 54                                                                          | Clause 6.4 - Compliance with manufacturer's instructions<br>F:..... V:..... T:..... | Item |   |  |
| <b><u>Deposits and fees (B7)</u></b>                                        |                                                                                     |      |   |  |
| 55                                                                          | Clause 7.1 - Deposits and fees<br>F:..... V:..... T:.....                           | Item |   |  |
| <b><u>Temporary services (B8)</u></b>                                       |                                                                                     |      |   |  |
| 56                                                                          | Clause 8.1 - Water<br>F:..... V:..... T:.....                                       | Item |   |  |
| 57                                                                          | Clause 8.2 - Electricity<br>F:..... V:..... T:.....                                 | Item |   |  |
| 58                                                                          | Clause 8.3 - Ablution and welfare facilities<br>F:..... V:..... T:.....             | Item |   |  |
| 59                                                                          | Clause 8.4 - Communication facilities<br>F:..... V:..... T:.....                    | Item |   |  |
| Carried to Collection                                                       |                                                                                     |      | R |  |
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|    | <b>Disturbance</b><br><br>All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the <b>construction period</b> or <b>contract value</b> whatsoever<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                     |      |   |  |
| 68 | Clause 11.6 - Environmental disturbance<br><br><b>Controlling all forms of pollution</b><br><br>The <b>contractor</b> shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the <b>site</b> during the <b>construction period</b> due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc<br><br>The <b>contractor</b> is to ensure that all roads which border the <b>site</b> and are used by the <b>contractor</b> during the execution of the <b>works</b> are kept clean and free of any dirt or debris caused by the execution of the <b>works</b> ?<br><br><b>Environmental management plan</b><br><br>The <b>employer</b> has prepared an environmental management plan (EMP). The <b>contractor</b> shall price opposite this item for compliance with all the requirements of such EMP<br><br>F:..... V:..... T:..... | Item |   |  |
| 69 | Clause 11.7 - <b>Works</b> cleaning and clearing<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Item |   |  |
| 70 | Clause 11.8 - Vermin<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Item |   |  |
|    | <b>Carried to Collection</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      | R |  |
|    | Bill No. 1<br>PRELIMINARY AND GENERAL<br><b>ProQS Harrismith</b><br><b>September 2024</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |      |   |  |

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|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---|--|
| 71                                                                          | Clause 11.9 - Overhand work<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Item |   |  |
| 72                                                                          | Clause 11.10 - Tenant installations<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Item |   |  |
| 73                                                                          | Clause 11.11 - Advertising<br><br>F:..... V:..... T:.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Item |   |  |
| <b>SECTION C: SPECIFIC PRELIMINARIES</b>                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |      |   |  |
| 74                                                                          | Warranties for materials and workmanship<br><br>Where warranties for materials and/or workmanship are called for, the <b>contractor</b> shall obtain a written warranty, addressed to the <b>employer</b> , from the entity supplying the materials and/or executing the work and shall deliver same to the <b>principal agent</b> on <b>final completion</b> of the contract<br><br>The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of <b>practical completion</b> and that any <b>defects</b> that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written <b>notice</b> to do so<br><br>The warranty will not be enforced if the work is damaged by <b>defects</b> in the execution of the <b>works</b> , in which case the responsibility for replacement shall rest entirely with the <b>contractor</b><br><br>F:..... V:..... T:..... | Item |   |  |
| Carried to Collection                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |      | R |  |
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| 75                                                                          | <p>Overtime</p> <p>Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the <b>contractor</b> unless the <b>principal agent</b> has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the <b>employer</b></p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                           | Item |   |  |
| 76                                                                          | <p>Cooperation of the <b>contractor</b> for cost management</p> <p>It is specifically agreed that the <b>contractor</b> accepts the obligation of assisting the <b>principal agent</b> in implementing proper cost management. The <b>contractor</b> will be advised by the <b>principal agent</b> of all cost management procedures which will be implemented to ensure that the <b>contract value</b> does not exceed the budget</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                | Item |   |  |
| 77                                                                          | <p>Overloading</p> <p>The <b>contractor</b> shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the <b>works</b> or temporary works eg scaffolding, etc. The <b>contractor</b> shall submit details of his proposed loading, storage, plant erection, etc to the <b>principal agent</b> for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the <b>principal agent's</b> requirements in connection with the provision of temporary support work, etc. Any damage caused to the <b>works</b> by overloading shall be made good by the <b>contractor</b> at his sole expense</p> <p>F:..... V:..... T:.....</p> | Item |   |  |
| Carried to Collection                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      | R |  |
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|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---|--|
| 78                                                                          | <p>Propping of floors below</p> <p>The <b>contractor</b> is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of <b>materials and goods</b> and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the <b>principal agent</b> and the cost thereof shall be borne by the <b>contractor</b></p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                               | Item |   |  |
| 79                                                                          | <p>Testing of flat roof waterproofing for watertightness</p> <p>Flat roof waterproof areas shall be flooded and kept "ponded" for at least forty eight (48) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing</p> <p>F:..... V:..... T:.....</p>                                                                                                                                                                                                                                                                                                                                                                                                                                         | N/A  |   |  |
| 80                                                                          | <p>Health and safety</p> <p>Without limiting the generality of the provisions of clause 2.0, the <b>contractor's</b> attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the <b>employer</b> shall prepare a documented health and safety specification for the <b>works</b> and that the <b>employer</b> shall ensure that the <b>contractor</b> has made provision for the cost of health and safety measures during the execution of the <b>works</b>. The <b>contractor</b> shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1]</p> |      |   |  |
| Carried to Collection                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |      | R |  |
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The **contractor** shall:

- 1. Comply with the health and safety specification for the **works**
- 2. Prepare and agree with the health and safety consultant the health and safety plan for the **works**
- 3. Cooperate with the health and safety consultant in all respects
- 4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification
- 5. Conform to the conditions contained in the **employer's** health and safety specification

F:..... V:..... T:.....

81 Broad based black economic empowerment (BBBEE)

Tenders submitted will be evaluated taking into account their empowerment rating

The **employer** will be monitoring the broad based black economic empowerment (BBBEE) status of the **contractor** throughout the execution of the **works**

The **contractor** is to submit to the **principal agent** on an annual basis a schedule of spend, split into vendors engaged as **subcontractors** and suppliers indicating their BBBEE rating including proof of the said rating

F:..... V:..... T:.....

Item

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|                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |      |   |  |
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| 82                                                                          | <p>Advertising rights</p> <p>The <b>employer</b> may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The <b>contractor</b> shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the <b>principal agent</b> so as not to hinder the <b>contractor</b> in meeting his obligations under this <b>agreement</b></p> <p>F:..... V:..... T:.....</p> | Item |   |  |
| 83                                                                          | <p>Confidentiality</p> <p>The <b>contractor</b> undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all <b>subcontractors</b> and suppliers. Such information shall not be used in any way except in connection with the execution of the <b>works</b></p> <p>No information regarding this project shall be published or disclosed without the prior written consent of the <b>employer</b></p> <p>F:..... V:..... T:.....</p>                            | Item |   |  |
| 84                                                                          | <p>Media releases</p> <p>All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the <b>employer</b></p> <p>The <b>contractor</b> together with his <b>subcontractors</b> shall not, without the prior written consent of the <b>employer</b>, cause any statement or advertisement connected with this project to be printed, screened or aired by the media</p> <p>F:..... V:..... T:.....</p>                                            | Item |   |  |
| Carried to Collection                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |      | R |  |
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**SUMMARY OF CATEGORIES**

Category : Fixed R.....  
Category : Value R.....  
Category : Time R.....

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Carried Forward

R

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**Brought Forward**

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| Item No                                                                                                                                                                                                                                                                                                                                                                                             | Quantity | Rate | Amount |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|--------|
| <b><u>BILL NO. 2</u></b>                                                                                                                                                                                                                                                                                                                                                                            |          |      |        |
| <b><u>PLATFORMS AND RELATED WORKS (PROVISIONAL)</u></b>                                                                                                                                                                                                                                                                                                                                             |          |      |        |
| For Preambles refer to 'Model Preambles to All Trades'                                                                                                                                                                                                                                                                                                                                              |          |      |        |
| <b><u>MASS EARTHWORKS</u></b>                                                                                                                                                                                                                                                                                                                                                                       |          |      |        |
| <b><u>Nature of ground</u></b>                                                                                                                                                                                                                                                                                                                                                                      |          |      |        |
| The nature of the ground is assumed to be silty clay with loose river boulders varying in size up to approximately 450mm diameter, all of which will be deemed as "earth", but possibly interspersed with "hard rock"                                                                                                                                                                               |          |      |        |
| <b><u>Subterranean water</u></b>                                                                                                                                                                                                                                                                                                                                                                    |          |      |        |
| No subterranean water is expected                                                                                                                                                                                                                                                                                                                                                                   |          |      |        |
| <b><u>Carting away of excavated material</u></b>                                                                                                                                                                                                                                                                                                                                                    |          |      |        |
| Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site                                                                                                                                                                                |          |      |        |
| <b><u>Filling and layer work materials</u></b>                                                                                                                                                                                                                                                                                                                                                      |          |      |        |
| References such as "G1", "G2", etc and "C1", "C2", etc in descriptions of filling and layer work materials refer to corresponding references in the document "Guidelines for Road Construction Materials. TRH 14 : 1985" compiled by the Committee of State Road Authorities and the properties set out therein for each kind shall be applicable to the respective materials described hereinafter |          |      |        |
| Carried to Collection                                                                                                                                                                                                                                                                                                                                                                               |          |      | R      |
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**Testing**

Prices for filling are to include for all necessary density and other tests

**SITE CLEARANCE**

**Site clearance**

|   |                                                                                                                    |    |       |
|---|--------------------------------------------------------------------------------------------------------------------|----|-------|
| 1 | Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth | m2 | 8,047 |
|---|--------------------------------------------------------------------------------------------------------------------|----|-------|

**REMOVAL OF TREES ETC**

**Taking out and removing, grubbing up roots and filling in holes**

|   |                                                                                    |    |    |
|---|------------------------------------------------------------------------------------|----|----|
| 2 | Tree stump not exceeding 1m high, exceeding 200mm and not exceeding 500mm girth    | No | 5  |
| 3 | Tree stump not exceeding 5m high, exceeding 500mm and not exceeding 1000mm girth   | No | 4  |
| 4 | Tree stump not exceeding 10m high, exceeding 1000mm and not exceeding 2000mm girth | No | 10 |

**BULK EXCAVATION, FILLING, ETC**

**Digging up topsoil**

|   |                                                                                   |    |       |
|---|-----------------------------------------------------------------------------------|----|-------|
| 5 | Digging up topsoil to an average depth of 100mm and preserving for use as filling | m2 | 6,706 |
|---|-----------------------------------------------------------------------------------|----|-------|

**Open face excavation in earth over sloping site**

|   |                      |    |       |
|---|----------------------|----|-------|
| 6 | Open face excavation | m3 | 2,604 |
|---|----------------------|----|-------|

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|                                                                                                                                               |                                                                                                                                                                                                                              |          |
|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b><u>Extra over bulk excavations in earth for breaking up and removing</u></b>                                                               |                                                                                                                                                                                                                              |          |
| 7                                                                                                                                             | Brickwork, concrete, etc                                                                                                                                                                                                     | m3 65    |
| <b><u>Extra over all excavations for carting away</u></b>                                                                                     |                                                                                                                                                                                                                              |          |
| 8                                                                                                                                             | Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor                                                                                                               | m3 50    |
| <b><u>Keeping excavations free of water</u></b>                                                                                               |                                                                                                                                                                                                                              |          |
| 9                                                                                                                                             | Keeping excavations free of water other than subterranean water                                                                                                                                                              | Item     |
| <b><u>FILLING ETC</u></b>                                                                                                                     |                                                                                                                                                                                                                              |          |
| <b><u>Earth filling obtained from the excavations, including haulage approximately 100m from perimeter of excavations (not compacted)</u></b> |                                                                                                                                                                                                                              |          |
| 10                                                                                                                                            | In prescribed stock piles on site                                                                                                                                                                                            | m3 1,341 |
| 11                                                                                                                                            | Over site to make up levels                                                                                                                                                                                                  | m3 150   |
| <b><u>Earth filling obtained from the excavations and/or prescribed stock piles on site, compacted to 90% Mod AASHTO density</u></b>          |                                                                                                                                                                                                                              |          |
| 12                                                                                                                                            | Over site to form platforms                                                                                                                                                                                                  | m3 2,618 |
| <b><u>G6 Earth filling supplied by the contractor, compacted to 93% Mod AASHTO density</u></b>                                                |                                                                                                                                                                                                                              |          |
| 13                                                                                                                                            | Over site to form platforms                                                                                                                                                                                                  | m3 268   |
| <b><u>LAYER WORK TO SPORT FIELDS</u></b>                                                                                                      |                                                                                                                                                                                                                              |          |
| <b><u>Compaction of surfaces</u></b>                                                                                                          |                                                                                                                                                                                                                              |          |
| 14                                                                                                                                            | Compaction of ground surfaces under pavings, sport fields etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density | m2 5,510 |

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|    |                                                                                                                |    |       |
|----|----------------------------------------------------------------------------------------------------------------|----|-------|
|    | <b><u>Filling supplied by the contractor under parking areas, roadways, etc</u></b>                            |    |       |
| 15 | 100mm Thick compost and weed free topsoil (Soccer field)                                                       | m2 | 4,827 |
| 16 | G6 gravel-soil material compacted to 93% Mod AASHTO density (Netball area)                                     | m3 | 153   |
| 17 | Base course of G1 graded crushed stone, compacted to 95% of apparent density (Netball area)                    | m3 | 102   |
|    | <b><u>SUB-SOIL DRAINAGE</u></b>                                                                                |    |       |
|    | <b><u>Excavation in earth not exceeding 2m deep</u></b>                                                        |    |       |
| 18 | Trenches                                                                                                       | m3 | 126   |
|    | <b><u>Risk of collapse of excavations</u></b>                                                                  |    |       |
| 19 | Sides of trench and hole excavations not exceeding 1,5m deep                                                   | m2 | 579   |
|    | <b><u>Extra over all excavations for carting away</u></b>                                                      |    |       |
| 20 | Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor | m3 | 126   |
|    | <b><u>Filling of graded 19mm clean crushed stone consolidated</u></b>                                          |    |       |
| 21 | In subsoil drain trenches around pipes                                                                         | m3 | 126   |
|    | <b><u>uPVC perforated drainage pipe</u></b>                                                                    |    |       |
| 22 | 100mm Diameter perforated pipe in agricultural drain                                                           | m  | 607   |
|    | <b><u>Type U24 filter fabric blanket with 200mm laps</u></b>                                                   |    |       |
| 23 | Under final layers of sport fields                                                                             | m2 | 5,510 |
| 24 | Around stone filling in subsoil drain trenches                                                                 | m2 | 1,125 |
|    | <b><u>RETAINING STRUCTURES FORMED OF PRECAST PLANTER BLOCKS</u></b>                                            |    |       |

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|    |                                                                                                                                     |    |       |
|----|-------------------------------------------------------------------------------------------------------------------------------------|----|-------|
|    | <b><u>Open face excavation in earth</u></b>                                                                                         |    |       |
| 25 | To embankment behind retaining blocks including trimming to slope                                                                   | m3 | 328   |
|    | <b><u>Excavation in earth not exceeding 2m deep</u></b>                                                                             |    |       |
| 26 | Trenches                                                                                                                            | m3 | 60    |
|    | <b><u>Risk of collapse of excavations</u></b>                                                                                       |    |       |
| 27 | Sides of trench and hole excavations not exceeding 1,5m deep                                                                        | m2 | 655   |
|    | <b><u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 93% Mod AASHTO density</u></b> |    |       |
| 28 | To form embankments for retaining structures                                                                                        | m3 | 328   |
|    | <b><u>Filling of graded 19mm clean crushed stone consolidated</u></b>                                                               |    |       |
| 29 | In subsoil drain trenches around pipes                                                                                              | m3 | 26    |
|    | <b><u>uPVC perforated drainage pipe</u></b>                                                                                         |    |       |
| 30 | 100mm Diameter perforated pipe in agricultural drain                                                                                | m  | 285   |
|    | <b><u>Type U24 filter fabric blanket with 200mm laps</u></b>                                                                        |    |       |
| 31 | Around stone filling in subsoil drain trenches                                                                                      | m2 | 342   |
|    | <b><u>15MPa unreinforced concrete</u></b>                                                                                           |    |       |
| 32 | 100 x75mm Deep sheer keys concrete behind blocks                                                                                    | m  | 1,994 |
|    | <b><u>25MPa Reinforced concrete</u></b>                                                                                             |    |       |
| 33 | Strip footings                                                                                                                      | m3 | 60    |
|    | <b><u>Rough formwork to sides</u></b>                                                                                               |    |       |
| 34 | Edges not exceeding 300mm high                                                                                                      | m  | 285   |

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|                                                                                               |                                                                                                                                                                                                                                                                                                                                                              |    |     |  |   |
|-----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----|--|---|
|                                                                                               | <b><u>Fabric reinforcement</u></b>                                                                                                                                                                                                                                                                                                                           |    |     |  |   |
| 35                                                                                            | Type 617 fabric reinforcement in concrete footings, once bent                                                                                                                                                                                                                                                                                                | m2 | 342 |  |   |
|                                                                                               | <b><u>Interlocking planter blocks</u></b>                                                                                                                                                                                                                                                                                                                    |    |     |  |   |
|                                                                                               | <b><u>"Terraforce" or similar approved precast concrete interlocking planter blocks finished smooth on exposed surfaces</u></b>                                                                                                                                                                                                                              |    |     |  |   |
| 36                                                                                            | Retaining structures with stepped face and curves as required to suit slopes, of 425 x 340 x 225mm high type "Terraforce L13" interlocking planter blocks laid with horizontal bed joints to 30degree slope, including average 500mm thick compacted earth filling behind the blocks and filling blocks with garden soil lightly tamped as the work proceeds | m2 | 655 |  |   |
| Carried to Collection                                                                         |                                                                                                                                                                                                                                                                                                                                                              |    |     |  | R |
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C2.40

C2.41

|                                                                                                                                         |                                                                                          |    |      |
|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|----|------|
| 12                                                                                                                                      | Surface beds cast in panels on netball area to receive specialist surfacing (50mm thick) | m3 | 68   |
| 13                                                                                                                                      | Surface beds cast in panels to ramps                                                     | m3 | 5    |
| <b><u>SMOOTH FORMWORK (DEGREE OF ACCURACY II)</u></b>                                                                                   |                                                                                          |    |      |
| <b><u>Smooth formwork to sides</u></b>                                                                                                  |                                                                                          |    |      |
| 14                                                                                                                                      | Edges, risers, ends and reveals not exceeding 300mm high or wide                         | m  | 150  |
| <b><u>CONCRETE SUNDRIES</u></b>                                                                                                         |                                                                                          |    |      |
| <b><u>Finishing top surfaces of concrete smooth with a wood float</u></b>                                                               |                                                                                          |    |      |
| 15                                                                                                                                      | Surface beds, slabs, etc to falls                                                        | m2 | 49   |
| <b><u>Finishing top surfaces of concrete smooth with a power float</u></b>                                                              |                                                                                          |    |      |
| 16                                                                                                                                      | Surface beds, slabs, etc to falls                                                        | m2 | 683  |
| <b><u>MOVEMENT JOINTS ETC</u></b>                                                                                                       |                                                                                          |    |      |
| <b><u>Expansion joints with 10mm bitumen impregnated softboard between vertical concrete surfaces, including necessary formwork</u></b> |                                                                                          |    |      |
| 17                                                                                                                                      | Not exceeding 300mm wide through surface bed                                             | m  | 138  |
| <b><u>Saw-cut joints</u></b>                                                                                                            |                                                                                          |    |      |
| 18                                                                                                                                      | 5 x 50mm Saw-cut joints in top of concrete                                               | m  | 69   |
| <b><u>REINFORCEMENT</u></b>                                                                                                             |                                                                                          |    |      |
| <b><u>Mild steel reinforcement to structural concrete work</u></b>                                                                      |                                                                                          |    |      |
| 19                                                                                                                                      | 8mm Diameter bars                                                                        | t  | 0.23 |

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CONCRETE SURFACES, RAMPS, STORMWATER (PR  
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|                                                                                                                                                                  |                                                                                                                                                                                                  |    |       |   |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-------|---|--|
| <b><u>Stormwater catch pits</u></b>                                                                                                                              |                                                                                                                                                                                                  |    |       |   |  |
| 27                                                                                                                                                               | 990mm Wide x 450mm x 1500mm Long brick and concrete stormwater catchpit not exceeding 450mm deep internally including Rectagrid steel cover complete as per drawing                              | No | 1     |   |  |
| 28                                                                                                                                                               | 990mm Wide x 450mm x 3000mm Long L-shaped brick and concrete stormwater catchpit exceeding 450mm and not exceeding 900mm deep internally including Rectagrid steel cover complete as per drawing | No | 3     |   |  |
| <b><u>BRICKWORK</u></b>                                                                                                                                          |                                                                                                                                                                                                  |    |       |   |  |
| <b><u>Sizes in descriptions</u></b>                                                                                                                              |                                                                                                                                                                                                  |    |       |   |  |
| Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick                               |                                                                                                                                                                                                  |    |       |   |  |
| <b><u>Face bricks</u></b>                                                                                                                                        |                                                                                                                                                                                                  |    |       |   |  |
| Bricks shall be ordered timeously to obtain uniformity in size and colour                                                                                        |                                                                                                                                                                                                  |    |       |   |  |
| <b><u>Pointing</u></b>                                                                                                                                           |                                                                                                                                                                                                  |    |       |   |  |
| Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc |                                                                                                                                                                                                  |    |       |   |  |
| <b><u>BRICKWORK</u></b>                                                                                                                                          |                                                                                                                                                                                                  |    |       |   |  |
| <b><u>Brickwork of NFP bricks in class II mortar</u></b>                                                                                                         |                                                                                                                                                                                                  |    |       |   |  |
| 29                                                                                                                                                               | One brick walls                                                                                                                                                                                  | m2 | 37    |   |  |
| 30                                                                                                                                                               | 300mm Hollow walls of two half brick skins, with cavity filled with and including 25MPa concrete with Ref 193 mesh                                                                               | m2 | 108   |   |  |
| <b><u>2,5mm Galvanised brick reinforcement</u></b>                                                                                                               |                                                                                                                                                                                                  |    |       |   |  |
| 31                                                                                                                                                               | 150mm Wide reinforcement built in horizontally                                                                                                                                                   | m  | 1,689 |   |  |
| <b>Carried to Collection</b>                                                                                                                                     |                                                                                                                                                                                                  |    |       | R |  |
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|                                                                                                                                                                                                                                                                  |                                                               |    |     |   |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|----|-----|---|--|
| <b><u>FACE BRICKWORK</u></b>                                                                                                                                                                                                                                     |                                                               |    |     |   |  |
| <b><u>Corobrik Midrand Golden Wheat "Autum Wheat FBS" Travertine FBX clay face bricks pointed with recessed horizontal and vertical joints</u></b>                                                                                                               |                                                               |    |     |   |  |
| 32                                                                                                                                                                                                                                                               | Extra over brickwork for face brickwork                       | m2 | 290 |   |  |
| <b><u>Brick-on-edge header course copings, sills, etc of Corobrik Midrand Golden Wheat (Autum Wheat FBS) face bricks, pointed with recessed joints on all exposed faces</u></b>                                                                                  |                                                               |    |     |   |  |
| 33                                                                                                                                                                                                                                                               | 220mm Copings on top of one brick walls                       | m  | 81  |   |  |
| 34                                                                                                                                                                                                                                                               | 330mm Copings on top of 350mm brick walls                     | m  | 54  |   |  |
| <b><u>PAVING ETC</u></b>                                                                                                                                                                                                                                         |                                                               |    |     |   |  |
| <b><u>Paving of double zig-zag Technicrete Bondbrick grey interlocking precast concrete paving blocks complying with SANS 1200 MJ, with butt joints on 25mm thick river sand bed with sand swept into joints, including preparation of ground or filling</u></b> |                                                               |    |     |   |  |
| 35                                                                                                                                                                                                                                                               | Paving of 50mm thick blocks including edge blocks, to falls   | m2 | 727 |   |  |
| <b><u>Paving of 50mm Technicrete grey precast concrete paving blocks complying with SANS 1200 MJ, with butt joints on 25mm thick river sand bed with sand swept into joints, including preparation of ground or filling</u></b>                                  |                                                               |    |     |   |  |
| 36                                                                                                                                                                                                                                                               | Form 3650mm wide paving stairs with 255mm thread,150mm risers | m2 | 14  |   |  |
| <b><u>Kerbing</u></b>                                                                                                                                                                                                                                            |                                                               |    |     |   |  |
| 37                                                                                                                                                                                                                                                               | Figure 3 kerb                                                 | m  | 60  |   |  |
| 38                                                                                                                                                                                                                                                               | Figure 10 kerb                                                | m  | 277 |   |  |
| <b><u>HANDRAILS ETC</u></b>                                                                                                                                                                                                                                      |                                                               |    |     |   |  |
| Carried to Collection                                                                                                                                                                                                                                            |                                                               |    |     | R |  |
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**Straining wire**

9 4.1mm Diameter steel straining cable to receive HDPe  
netting (Netting measured elsewhere)

m

230

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CATCHNETS

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C2.53

## **C3 SCOPE OF WORKS**

## INDEPENDENT DEVELOPMENT TRUST

CONSTRUCTION OF NEW SPORTSFIELD FOR CALEDON PARK SCHOOL,  
FICKSBURG - FOR THE DEPARTMENT OF EDUCATION, FREE STATE  
PROVINCE

### C3.1 Scope of Work

#### 1 DESCRIPTION OF THE WORKS

##### 1.1 Employer's objectives

The employer's objective is to provide for the: Department of Education, **Free State Province** a permanent, safe sportsfield facilities which comply with the Department's Norms and Standards

##### 1.2 Overview of the works

This project involves the Construction of Caledon Park Primary School Sports Fields comprising:

- Football/Rugby Field and
- Tennis/Netball Combi Court
- Mini Fan-Stands, Stormwater Drainage and Boundary Fencing
- Ramps and Paving
- Stormwater Drainage

##### 1.4 Location of the works

Caledon Park Primary School,  
Caledon Street  
Caledon Park  
Ficksburg 9730  
(Erf Numbers 387 & 389)  
Free State Province, South Africa

Latitude 28°53'05"  
Longitude 27°53'03"

##### 1.5 Socio and Economic Methodology

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

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

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

- b) The main contractor is required to familiarise himself with the community and local authority to ascertain for himself the full extent of the community's requirements and minimum wages.

- c) The contractor shall appoint a community liaison officer and shall be responsible for all community negotiations etc.
- d) Evaluation of the Socio economic strategy will based on the following criteria:
  - Subcontractor Methodology
  - Skilled Labour Methodology
  - Labour Methodology
  - Skills Transfer Methodology
  - Material Procurement Methodology

## **2 DESIGN / ENGINEERING**

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

Not applicable

### **2.2 Drawings**

Attached as part of tender documents.

## **3 PROCUREMENT**

### **3.1 Preferential procurement procedures**

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

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

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

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

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

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

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

##### **3.1.2.1 Resources Standard Pertaining to targeted procurement**

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

##### **3.1.2.2 Contract Participation Goal**

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

#### **4. MANAGEMENT**

##### **4.1 Recording of weather**

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

##### **4.2 Unauthorised persons**

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

##### **4.3 Management meetings**

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

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

##### **4.4 Forms for contract administration**

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

##### **4.5 Payment certificates**

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

## **C3.2 WORKS SPECIFICATION**

## INDEPENDENT DEVELOPMENT TRUST

CONSTRUCTION OF NEW SPORTSFIELD FOR CALEDON PARK SCHOOL, FICKSBURG - FOR THE DEPARTMENT OF EDUCATION, FREE STATE PROVINCE

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

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

#### THE MODEL PREAMBLES FOR TRADES 2008

The Model Preambles for Trades 2008 (attached to this document), and any Supplementary Preambles, shall be read in conjunction with and shall form part of the descriptions of items in the bills of quantities

Where descriptions or Supplementary Preambles in the bills of quantities differ from these Model Preambles for Trades, the descriptions or Supplementary Preambles in the bills of quantities shall take precedence. Where supplementary preambles differ from descriptions in the bills of quantities, the descriptions in the bills of quantities shall take precedence

Except where otherwise stated, all preambles contained in any individual Trade Preamble shall apply equally to any work of a similar nature in all other trades

Preliminaries August 2010, published by ASAQs, are deemed to form part of this document



## **SITE INFORMATION**

## INDEPENDENT DEVELOPMENT TRUST

CONSTRUCTION OF NEW SPORTSFIELD FOR CALEDON PARK SCHOOL, FICKSBURG - FOR THE DEPARTMENT OF EDUCATION, FREE STATE PROVINCE

### 4 Site Information

#### The site

The designated site is the present Caledon Park Primary School located at,

Caledon Street  
Caledon Park  
Ficksburg 9730  
(Erf Numbers 387 & 389)  
Free State Province, South Africa

Latitude 28°53'05"  
Longitude 27°53'03"

#### Work area

Tenders shall be deemed to have visited the site and to have acquainted themselves fully with the nature of the site, obstructions, access restrictions, overhead cables, servitudes, etc.

No claim whatsoever will be entertained due to errors or omissions in the tender price due to work area conditions

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

#### Access

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

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

#### Geo-Technical Investigation

The report is attached for perusal by tenderers.

## **C4.1 LOCALITY MAP**

## INDEPENDENT DEVELOPMENT TRUST

CONSTRUCTION OF NEW SPORTSFIELD FOR CALEDON PARK SCHOOL, FICKSBURG - FOR THE DEPARTMENT OF EDUCATION, FREE STATE PROVINCE

### C4.1: Locality Plan



## **ANNEXURES**

- A Occupational Health & Safety Specificaton (OHS)
- B Drawings

**PROJECT: CONSTRUCTION OF  
NEW SPORTSFIELD FOR  
CALEDON PARK SCHOOL**

**SITE: CALEDON PARK SCHOOL,  
FICKSBURG, FREE STATE PROVINCE**

Document : CHSS / ID 0002  
Amendment : 00  
Effective date : 13/02/2024

**CONSTRUCTION HEALTH AND SAFETY SPECIFICATIONS  
AS PER CONSTRUCTION REGULATION 5(1)(b), 2014  
OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993  
FOR  
IDTFS-ASIDI-CAL-CON24: COMPLETION OF  
OUTSTANDING WORKS AT CALEDON AGRICULTURAL  
SCHOOL, FREE STATE PROVINCE**

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**Occupational Health and Safety Act, 85 of 1993 Construction Regulation 5(1)(b):  
Health and Safety Specification**

**Health and Safety Specification** means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons working on and exposed to the associated works.

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# HEALTH AND SAFETY SPECIFICATION

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## 1. SCOPE OF SPECIFICATION

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This Health and Safety Specification covers construction and associated activities that have the potential to affect, positively or negatively, the health and safety of all persons involved with the above-mentioned project.

As an employer in their own right, it remains the responsibility of the **Principal Contractor** to do what is reasonable and practicable to ensure that they themselves, and other persons who may be affected by their operations, health and safety, are not endangered.

## 2. PURPOSE OF SPECIFICATION

The purpose of the Health and Safety Specifications is to provide a guideline for the Principal Contractor in complying with the requirements of the Occupational Health and Safety Act 85 of 1993 (OHS Act) and the relevant regulations, with particular reference to the Construction Regulations 2014.

The Health and Safety Specifications do not replace the OHS Act and relevant regulations, but is a supplementary document to the requirements of relevant legislation and the conditions of the contract agreement between the **IDT Free State** and the **Principal Contractor**.

It does not imply that sections of legislation not referred to in full in this document are of less importance and/or not relevant. The Contractor remains responsible to comply with the Act, regulations and their health and safety plan.

**Note - It must be noted that the Client / Agent may stop the contractor from executing construction work, which is not in accordance with this health and safety specifications or rules for the project or which poses a threat to the health and safety of any person.**

## 3. DESCRIPTION OF WORK / PROJECT

Construction of sportsfield accommodating, football, rugby and tennis/squash combi court. The works to be constructed will include the following:

- Earthworks (Cut and Fill)
- The Layer works.
- Stormwater Drainage.
- Spectator accommodations.
- Fencing

The general principles contained within this document apply to all pre-construction, construction and operational activities.

## 4. APPLICATIONS AND INTERPRETATION

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This Health and Safety Specification is a compliance document drawn up in terms of the South African legislation and is therefore binding. It must be read in conjunction with the relevant legislation and any other applicable health and safety standards as provided for in Section 44 of the Occupational Health and Safety Act, 85 of 1993.

The Health and Safety Specification contains clauses that are generally applicable to building/construction and to impose pro-active controls associated with activities that impact on human health and safety as it relates to construction activities and the use of plant and machinery.

Compliance to the requirements of the OHS Act and regulations in addition to compliance with the requirements of the Client's Health and Safety Specification is part of the Contractor's legal responsibility and accountability. The appointed health and safety agent will monitor the contractors' compliance with the requirements of the OHS Act and Regulations and the Health and Safety Specification but will not prescribe to the contractor how such compliance is achieved.

Each contractor appointed on the project is required to outline in the site and project health and safety plan drawn up for the project, how they will achieve compliance to the OHS Act and Regulations and the Client's Health and Safety Specification in relation to their individual scope of work, as well as control measures that will be implemented and maintained to reduce and manage the risk associated with execution of the project.

**The Principal Contractor must ensure and demonstrate to Client that he/she, and all contractors to be appointed on this construction project, has adequately allowed for the cost of health and safety measures which may be required during the construction work.**

## 5. IMPLEMENTATION

This Health and Safety Specification forms an integral part of the Contract, and Principal Contractor shall make it an integral part of their Contracts with Sub Contractors and Suppliers. Principal Contractor employed by the Client to ensure that the provisions of the Health and Safety Specification are applied both on the site and in respect of all off site activities relating to the project, in particular the transport activities and project dedicated off site fabrication works.

The Principal Contractor shall enforce the provision of the Health and Safety Specification amongst all sub-contractors and supplies for the project.

## 6. REQUIREMENTS IN TERMS OF OHS ACT AND REGULATIONS.

### 6.1 Duties of Principal Contractor / Contractor

The Principal Contractor shall;

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- prepare a site specific health and safety plan;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and Regulations.
- on appointing any other contractor, ensure that the contractor comply with the provision of the Act and with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
- ensure that the monthly site health and safety audits and document verification are conducted.
- hand over a consolidated health and safety file to the client upon completion of the construction work,
- ensure that all his or her employees have a valid medical certificate of fitness specify to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.
- ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.

## 6.2 Management and Supervision of Construction Work

The Principal Contractor must, in writing, appoint:

### 7.5.1 Construction Manager – CR 8(1)

The Principal Contractor shall appoint a full time competent person as the construction manager to manage all the construction work on site, including the duty of ensuring occupational health and safety compliance.

### 7.5.2 Assistant construction manager – CR 8(2)

The Principal Contractor shall upon considering the size of the project, in writing appoint one or more assistant construction managers for different sections thereof.

### 7.5.3 Construction health and safety officer – CR 8(5)

A full time safety officer registered with SACPCMP shall be appointed for implementation of the health and safety plan.

### 7.5.4 Construction Supervisors – CR 8(7)

The construction manager shall in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

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## **7.5.5 Risk Assessor – CR 9(1)**

A competent risk assessor shall be appointed in writing to perform risk assessments before any work is commenced.

## **7.5.6 Incident Investigator – GAR 9(2)**

A competent incident investigator shall be appointed in writing to appoint all incidents which must be recorded in terms of the General Administrative Regulations 9.

## **7.5.7 First Aider – GSR 3(4)**

Where there are more than 10 employees employed the employer shall appoint a first aider in possession of a valid first aid certificate for every group up to 50 employees.

## **7.5.8 SHE Rep – OHSA 17(1)**

Every employer who has 20 employees or more in his employment shall appoint a SHE representative for every 50 employees.

## **7.5.9 Other appointments**

Other appointments that will be applicable to the project but not limited to:

- Mobile Plant/Machinery Supervisor - (Construction Regulation 23)
- Demolition Supervisor - (Construction Regulation 14)
- Drivers/Operators of Construction Vehicles/Plant (Construction Regulation 23)
- Electrical Installation and Appliances Inspector (Construction Regulation 24)
- Emergency/Security/Fire Coordinator (Construction Regulation 29)
- Excavation Supervisor (Construction Regulation 13)
- Fall Protection Plan Developer (Construction Regulation 10)
- Temporary Works Supervisor (Construction Regulation 12)
- Ladder Inspector (General Safety Regulation 13A)
- OH&S Committee (OHS Act Section 19)
- Scaffolding Supervisor (Construction Regulation 16)
- Stacking & Storage Supervisor (Construction Regulation 28)

**The competency of each of these appointed competent persons must be provided and should include knowledge, training, experience & qualifications specific to the appointment.**

**No work involving any of the listed appointments may be performed without the knowledge and approval of an appointed competent person.**

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## **6.3 Competency for Contractor's Responsible Persons**

The Principal Contractor's responsible persons shall be competent in health and safety and be familiar with the Occupational Health and Safety Act 1993, and applicable regulations. Valid proof of pertinent health and safety courses attended by such persons will be required to be presented.

## **6.4 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)**

The Principal Contractor shall submit to the Client a valid letter of good standing with the Compensation Insurer prior to appointment.

## **6.5 Occupational Health and Safety Policy**

The Principal Contractor shall submit their Health and Safety Policy, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented within the operations.

## **6.6 Health and Safety Organogram**

The Principal Contractor shall submit an organogram, outlining the Health and Safety Site Team that will be assigned to the project.

In cases where appointments have not been made, the organogram shall reflect the position. The organogram shall be updated, when there is a change in the site team.

## **6.7 Hazards Identification and Risk Assessment**

### **6.7.1 Baseline Risk Assessment**

A Baseline risk assessment is drafted as prescribed by Construction Regulation 5(1) and will be issued to the principal contractor. The Baseline risk assessment shall be reviewed as required and re-issued to the principal contractor.

The Principal Contractor shall ensure that should he employ sub-contractors, the sub-contractor must be issued with the Baseline assessment as prescribed in Construction Regulation 7(1).

### **6.7.2 Issue Bases (Task Specific) Risk Assessment**

The Principal Contractor shall conduct Hazard Identification and Risk Assessments anticipated and/or encountering during the project. The Risk Assessment must include the Safe Working Procedure, and Method Statement.

The Principal Contractor shall ensure that during any construction work or work associated with the aforesaid construction work; ensure that a Task Specific Risk Assessment is undertaken by a competent appointed person. These risk assessments

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shall be communicated to all employees involved in the task before commencement of the task.

The issue based risk assessments (task specific risk assessments) should clearly stipulate the:

- Hazards identified
- Analyzed Risks
- Evaluation of risks – Risk assessment matrix should clearly indicate how risks are assessed.
- Controls

Once the risks have been evaluated and the significance of the risks has been identified it is important that controls are implemented based on the hierarchy of controls:

- Eliminate
- Substitute
- Engineering controls
- Administrative controls
- PPE

Safe operating procedures (SOP's) / safe working procedures (SWP'S) shall be generated based on the task specific risk assessments and communicated to all employees. Planned task observations (PTO's) shall be generated based on the SOP's

/SWP's. PTO's must be conducted weekly by supervisors, safety officers and OHS reps.

The Principal Contractor must ensure that copies of risk assessment for this site are available on site for inspection purpose.

The Principal Contractor must review the relevant risk assessment where changes are effected to the design and/or construction that result in a change to the risk profile, or when an incident has occurred.

### 6.8 Safe Work Procedure

Safe Work Procedures are to form part of the Risk Assessment and must be compiled for all the Identified activities.

The safe work procedures must address the following elements:

- The work method to be followed to conduct work safely
- Mitigation of identified risks
- Reducing and controlling risks and hazards that have been identified



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- Responsibilities of competent persons
- Required personal protective equipment
- Correct equipment/tools/machinery to be used

## 6.9 Health and Safety Representative(s)

The Principal Contractor shall ensure that Health and Safety Representative is elected and trained to carry out his/her functions, as per legislation.

The Health and Safety Representation shall carry out regular inspections, keep records and report to the supervisor to take appropriate action. He/she shall attend Health and Safety Committee Meetings. The Health and Safety Representative shall be part of the team that will investigate incidents, accidents and non-conformances.

## 6.10 Health and Safety Committee

Where two or more Health and Safety Representatives have been appointed on site, the Contractor shall ensure that monthly health and safety meetings are held with such representatives and minutes are kept. Meetings must be organized and chaired by the Contractor's Health and Safety Committee Chairperson.

## 6.11 Medical Certificate of Fitness

The Principal Contractor must ensure that their employees on site have a valid medical certificate of fitness, issued by an occupational health practitioner.

Medical examinations must be done on all employees based on the exposure identified on the annexure 3 as specified in the Construction Regulations. The annexure 3 must be completed

based on the scope of works and submitted to the occupational medicine practitioner / occupational health nursing practitioner.

The annexure 3 must be attached to all medical certificates of fitness. No employees will be allowed to perform any work on site if found unfit. Due to the fact that the medical is only valid

for one year the principal contractor and contractors must keep the duration of the project in consideration when developing the OHS budget. Medicals will be conducted:

- Before the start of a project
- During a project (Annually)
- Exit medical – once the project is completed / contract is terminated / employee resigned.

The following employees must be declared medically fit without any conditions:

- Employees working at heights
- Driven machinery operator



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- Crane operators
- Workers working in confined spaces
- Scaffold erectors and inspectors

If an employee was declared fit with prescribe restrictions and recommendations it is the responsibility of the employer to constantly monitor the employee. Based on section 14 of the OHS Act an employee that was declared fit with restrictions and recommendations is responsible to look after his own health and safety. This refers to taking medication when needed, using correct PPE prescribed and avoiding restricted areas that might have an influence on the health of an employee.

## **6.12 Training, Awareness and Competence**

### **6.12.1 Induction**

All persons on site to attend general induction training presented by the contractor. Attendance registers to be signed by all attendees and kept on safety file.

### **6.12.2 Awareness**

The Principal Contactor must also conduct periodic toolbox talks on site, preferably weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be signed by all attendees and kept on safety file.

### **6.12.3 Competency**

After the Contractor has identified the training to be conducted as part of the competency requirement and based on Risk Assessment, he shall send the relevant person on appropriate course and keep certificate of training for reference. Familiarity with the Health and Safety Act and Regulations is an integral part of the definition of competence.

## **6.13 General Record Keeping**

The Principal Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the Health and Safety Specifications and the Occupational Health and Safety Act.

The Contractor shall ensure that all records of incidents, inspections, audits, registers, training etc. are kept on site.

## **6.14 General Inspection, Monitoring and Reporting**

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The Principal Contractor shall carry out monthly inspections and auditing of the construction site.

Monthly reports applicable to the project must be drafted and send to the CHS Agent by the 20<sup>th</sup> of each month. The monthly report must include:

- Total Employees on site
- Numnber of Injuries
- Incidents reported
- Corrcotive actions taken for deviations identified during the CHS Agent's audit.

## 6.15 Audits

Monthly audits shall be conducted by CHS Agent to verify compliance to legal and other requirements. Based on the audit and deviations identified, action plans shall be drawn up by Principal Contractor's responsible person and due date.

The principal contractor shall conduct monthly self-audits to identify gaps, shortcomings and to ensure continual improvement.

The principal contractor shall conduct monthly audit on all contractors. Action plans will be drawn up, discussed with subcontractors.

Audit reports compiled during external audits, self-audits and audits on contractors shall be minted and discussed during the OHS committee meeting.

## 6.16 Emergency Procedures

The Contractor shall provide Emergency Plan / Procedure.

The procedure shall detail the response plan including the following:

- List of key personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the emergency; and
- Information on hazardous materials/situation.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substance, dangers as a result of riot/service deliver protests/intimidation, etc.

A contact list of all service providers (Fire Department, Ambulance, Police, Medical, Hospital, etc.) must be maintained and available to site.

## 6.17 First Aid Box and First Aid Equipment

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The Principal Contractor shall provide first aid box and appoint, in writing, First Aider for this project with a valid certificate. First Aid box must be adequately stocked at all time, accessible and be controlled by a qualified First Aider.

## 6.18 Accident / Incident Management

### 6.18.1 Recording of incidents

All incidents that occur, whether a near miss, first aid case, medical case or section 24 incident, shall be recorded and investigated by a competent person as prescribed by the General Administrative Regulations 9.

Section 24 incidents must be investigated within 7 days by a competent person and be finalised as soon as possible. The findings of the investigation must be entered in to

the annexure 1. All records of the investigation must be examined during the OHS committee meeting and actions implemented and followed up to prevent reoccurrences.

### 7.22.2 Reporting of incidents

Incidents shall be reported as follows:

| Type of incident                                                   | Reporting                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Near Miss</b>                                                   | - Principal contractor to follow internal reporting procedure as indicated in the OHS plan                                                                                                                                                                                                                                               |
| <b>Near Miss that could have resulted in a section 24 incident</b> | - Principal contractor to follow internal reporting procedure as indicated in the OHS plan<br>- Report to the CHS Agent                                                                                                                                                                                                                  |
| <b>First Aid case</b>                                              | - Principal contractor to follow internal reporting procedure as indicated in the OHS plan                                                                                                                                                                                                                                               |
| <b>Medical treatment case</b>                                      | - Principal contractor to follow internal reporting procedure as indicated in the OHS plan<br>- FEM / Compensation commissioner                                                                                                                                                                                                          |
| <b>Lost Time Injury</b>                                            | - Principal contractor to follow internal reporting procedure as indicated in the OHS plan<br>- Report to the OHS Agent<br>- FEM / Compensation commissioner                                                                                                                                                                             |
| <b>Section 24 incidents</b>                                        | - Principal contractor to follow internal reporting procedure as indicated in the OHS plan<br>- Report to the OHS Agent<br>- FEM / Compensation commissioner<br>- DOL – within 7 days for section 24 incidents / within 14 days for occupational diseases.<br>Notification must be done via facsimile on similar means of communication. |

### 7.22.3 Record keeping

The following records but not limited to should be kept up to date and available for inspections and audits;

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- Up to date incident register
- Up to date dressing record
- WCL 1 & 2 forms
- Incident investigation forms with supporting documents
- Annexure 1: Should be kept for at least 3 years.

## 6.19 Occupational Health and Safety Signage

The Principal Contractor shall ascertain and provide adequate on site health and safety signage.

This signage shall include, but not be limited to, Hard Hat Area; Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear

Plugs/Muffs to be worn where there might be noise exposure over 85 db.; Glovers; Safety Goggles; Safety Harness, Excavation, etc.

The Contractor shall be responsible to maintain the quality and replacement of signage.

## 6.20 Management of Contractors by Principal Contractor

The Principal Contractor shall ensure that all contractors under his control are complying with this Health and Safety Specification, as well as Health and Safety Legislation.

When appointing contractors, the principal contractor shall:

- Provide any contractor tendering with the OHS specifications & baseline risk assessment
- Ensure that the contractors tendering have made sufficient provision for health and safety costs
- Ensure that the contractor appointed have the necessary competencies to perform construction work
- Ensure prior appointing any contractor to ensure that the contractor is registered and in good standing
- Appoint each contractor in writing
- Ensure that the mandatory agreement is signed between the principal contractor and the contractor
- Evaluate the OHS file and OHS plan
- Discuss the contents of the OHS plan with the contractor and finally approve or not approve the OHS plan for implementation
- Ensure that periodic audits and document verification is conducted at least every 30 days
- Stop any contractor from executing construction work which is not in line with the clients OHS specifications and the Principals Contractors OHS plan.
- Where changes brought about to the design and construction, make available sufficient health and safety information and appropriate resources for contractors to work safely.

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## 6.21 Fall protection / Working at heights

Any work undertaken at height above ground level higher than two meters or any floor level will be classified as “Working in Elevated Positions” and fall protection plan and risk assessment shall be carried out.

Risk assessment shall take into account the possibility of workers falling scaffolding and roof and and other openings in the roof.

- A competent fall protection plan developer to be appointed in writing.
- A fall protection plan to be developed implemented and revised as the project progresses.
- Issue based risk assessment shall be devolved for all height work.
- The issue based risk assessment and the fall protection plan shall be communicated with all employees.
- All employees shall be declared medically fit before working on heights.
- The principal contractor shall clearly specify how testing, inspecting and maintenance of fall protection equipment will take place.
- Fall arrest equipment shall be certified and placed on register. Daily inspections to be done before use.
- Drop zones to be clearly identified where overhead work is taking place. Yellow danger tape should be used as barricading. Signs to be posted to ensure no employees walk or work under overhead work.
- Objects are not to be thrown from elevated positions
- Ladders to be inspected daily before use and monthly by a appointed person.
- No working at heights shall take place during inclement weather.

## 6.22 Structures

The Principal Contractor must ensure that-

- all steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
- no structure or part of a structure is loaded in a manner which would render it unsafe;
- all drawings pertaining to the design of the relevant structure are kept on site and are available on request to an inspector, other contractors, the client and the client’s agent or employee.

## 6.23 Temporary works

The Principal Contractor shall comply with the requirements as set out in Construction Regulations 12.

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A proper method statement and issue based (task specific) risk assessment shall be developed for all temporary works and communicated with employees.

Principal Contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.

## 6.24 Excavation and Trenches

The Principal Contractor must-

- ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose
- evaluate the stability of the ground before excavation work begins.
- ascertain the location and nature of electricity, water, Telkom lines or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved.
- Taken in account the geotechnical report before excavation work begins.
- Ensure excavations are adequately braced or shored. Bracing and shoring may not be necessary only where the excavation is sloped at least the minimum angle or permission have been given by the appointed scaffold supervisor after the evaluation of the excavations.
- Ensure shoring and bracing shall be designed to and constructed in such a manner that it provides enough support.
- Ensure no loads, material, plant or equipment must be placed on the edges of excavations where it can cause a collapse. All mobile plant that past excavations should not come closer than 5 meters from the excavation.
- Provide safe access to all excavations
- Ensure all inspections to be inspected daily before use and after every blasting operation, unexpected fall of ground, after damages to support and after rain.
- Ensure excavations that will be accessible to the public shall adequately be protected by a barrier or a fence of at least 1 meter high. Provide clear illuminants or any other clear visible boundary indicators.
- Ensure warning signs must be displayed next to warning signs
- Ensure regular dust suppression to be done and dust to be monitored.
- Employees to wear dust masks.

## 6.25 Scaffolding

The Principal Contractor must appoint a competent person in writing who must ensure that all scaffolding work operations are carried out under his or her supervision and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

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A contractor using access scaffolding must ensure that such scaffolding, when in use, complies with the safety standards.

## 6.26 Cranes / Lifting machines / Lifting devices

The Principal Contractor shall not use or permit any user to use a lifting machine or a hand powered lifting device if:

- It has not been designed in accordance with necessary technical standards.
- It is not conspicuously and clearly marked with the safe work load: A table showing the safe workloads with regards to all variable conditions should be displayed in the operator's cabin.
- If the manufacturer identification plates, the design standard, the serial number, country of origin is not visible.
- At all times have at least three full turns of rope on the drum of each winch when been run to its lowest level.
- All lifting machines shall be load tested every 12 months by a registered lifting machinery inspector (LMI) or lifting machinery entity (LME).
- The load test must be available on site.
- All hooks, slings, chains, other attaching devices, sheaves, breaks and safety devices should be thoroughly examined by a competent person not exceeding every 6 months.
- Operators operating lifting equipment / cranes shall be appointed in writing
- Lifting tackles shall be inspected every 3 months by a competent person.
- No user shall be permitted to use any lifting equipment if it shows any signs of damage, defect, wear or distortion that will make it unsafe for use.

## 6.27 Construction Vehicle and Mobile Plant

The Principal Contractor must ensure that:

- Operators are appointed in writing.
- Operators shall be trained and authorised to operate mobile plant / vehicles.
- Operators shall be declared medically fit without restrictions to operate any mobile plant.
- Mobile plant supervisor shall be appointed to supervise all mobile plant.
- Induction shall be done with all operators / drivers
- All plant shall be inspected, authorised and approved before working on sites.
- All test certificates shall be valid. Maintenance records as well as pre – use inspection checklists shall be available on site for inspections.
- All plant / vehicles shall be fitted with an orange light and a reverse alarm.
- All plant shall be inspected daily before use.



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- All operators / drivers shall adhere to the speed limit and road signs.
- Operators /drivers shall not talk on cell phones while operating plant.
- Flagmen / women to appointed in writing to regulate plant and construction vehicles.

## 6.28 Portable Electrical Tools

The Principal Contractor must ensure that –

- Employees to be appointed in writing to use portable electrical tools.
- Employees to be trained in the use of portable electrical tools.
- Portable electrical tools to be placed on a register and inspected before use.
- No employees shall work with portable electrical tools in wet conditions.
- All electrical tools shall be fitted with a “dead man” switch.
- Electrical tools not in use shall be unplugged.
- All cables and extensions shall be routed safely in such a way that it does not pose as a tripping hazard. Cables and extensions are not allowed to be coiled when in use.
- Risk assessment and safe working procedures shall be develop for the use of all portable electrical equipment.

## 6.29 Hazardous Chemical Substances (HCS)

The Principal Contractor must ensure that-

- Competent person to be appointed in writing to coordinate and control all HCS.
- All HCS to be stored in a proper HCS store. Store must be well ventilated.
- Signage to be displayed and fire extinguishers to be available at the storage area.
- Material safety data sheet shall be available for chemicals
- Employees using chemicals shall be trained in the material safety data sheets
- Employees to wear PPE as required by the MSDS.

## 6.30 Housekeeping and General Safeguarding

The contractor must ensure that suitable housekeeping is continuously Implemented on each construction site, Including-

- the proper storage of materials and equipment;
- the removal of scrap, waste and debris at appropriate intervals;
- ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;

## 6.31 Stacking of Materials

The contractor must ensure that -



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- a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- adequate storage areas are provided;
- there are demarcated storage areas; and
- storage areas are kept neat and under control.

## 6.32 Fire precautions on Construction Sites

The contractor must ensure that -

- all appropriate measures are taken to avoid the risk of fire;
- sufficient and suitable storage is provided for flammable liquids, solids and gases;
- smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- combustible materials do not accumulate on the construction site;
- welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- suitable and sufficient fire-extinguishing equipment is placed at strategic locations.

## 6.33 Construction Employee' Facilities

A Principal Contractor must provide;

- at least one sanitary facility for each sex and for every 30 workers;
- changing facilities for each sex;
- sheltered eating area.

## 6.34 Waste Management

The contractor must ensure that:

- Waste management plan to be established.
- Employees are trained in the waste management plan.
- Waste minimization separation and recycling program is in place.
- Provide sufficient bins. Lids to be provided and used where necessary.
- Schedule for the removal of waste is established and followed.
- Drip trays are used for generators / mobile plant.

## 6.35 Personal Protective Equipment (PPE)

The Principal Contractor must conduct a PPE survey and based on the risks identified and MSDS requirements provide employees with the correct PPE. The following PPE should be used but not limited to:

- Overall with reflectors

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- Safety shoes
- Hard hat
- Ear protection
- Safety goggles
- Dust Masks
- Gloves

A PPE issue register should be completed for all employees. Employees must sign PPE issue registers as proof that PPE was received.

Employees to receive training on the correct use of PPE. Attendance registers to be completed as proof that training was received.

PPE shall be checked monthly and recorded in the appropriate register.

Procedure to be compiled and implemented to manage redundant PPE.

## **6.36 Fire Extinguishers and Fire Fighting Equipment**

The Contractor shall provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor shall kept spare serviced portable fire extinguishers.

Safety signage shall be posted up in all areas where fire extinguishers are located.

## **6.37 Ladders and Ladders work**

The Contractor shall ensure that all ladders are inspected regularly keeping record of inspections.

It should be noted that Aluminum ladders are preferred to wooden ladders.

## **6.38 General Machinery**

The Contractor shall comply with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.

## **6.39 Pressure Equipment**

The Contractor shall comply with the Pressure Equipment Regulations, which include inspecting equipment regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use equipment and enforce compliance.

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## 6.40 Electrical Installation

A Principal Contractor must ensure that:

- A competent temporary electrical installation controller is appointed in writing.
- The appointed temporary electrical installation controller is registered electrician with a wiremen's license.
- All temporary and permanent installations shall be inspected quarterly by the temporary electrical installation controller. An up to date register shall be kept on file.
- All DB's shall be locked. A key register shall be established and keys should be available for use and emergencies.
- All switches, plugs, jointing, fuse boxes and distribution boards must be in sound condition and safe.

## 6.41 Public Health and Safety

The Principal Contractor shall ensure that non-employees affected by the construction work area made aware of the dangers likely to arise from the construction work and of the precautionary measures to be observed in order to avoid or minimise those dangers. This applies to:

- Non-employees entering the site
- Surrounding communities

## 6.42 Lighting

Where poor or lack of illumination is identified as a hazard the lighting regulations must be complied with and the following must be included in the H&S Plan:

- How lighting will be ensured/provided where daylight is not sufficient and/or after hours and worked.
- Planned maintenance programme for replacing luminaries.
- Proof of illumination levels of artificial illumination equipment.

## 6.43 Environmental Conditions and Flora and Fauna

The Principal Contractor must be mindful of adverse weather conditions upon the health and safety of the workforce. This includes inclement weather, strong wind, heat stress, extreme cold, etc. The Contractor's risk assessment process must take into account the risks associated with such weather conditions.

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The same is true when working in an environment where there is a risk to employees' health and safety from presence of poisonous flora, or wildlife (including bees, snakes, etc.) The Contractor's risk assessment process must take these risks into account.

## 6.44 Occupational Health

Exposure of workers to occupational health hazards and risk are very common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks.

The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing e.g. cement dust;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin (pores) e.g. painting or use of thinners.

The Principal Contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site.

## 6.45 Barricading

The Principal Contractor must ensure that:

- Orange safety netting shall be used to barricade stacking and storage areas.
- Orange netting shall also be used to barricade excavations.
- danger tape shall be used to barricade areas where lifting practices takes place and where overhead work is done.

## 8 CONSTRUCTION HEALTH AND SAFETY BUDGET

The Principal Contractor shall make and show adequate provision for the cost of adequate and required health and safety measures during the construction process as required by **Construction Regulation 5(1)(g)**.

Further to the adequate provision for the cost of health and safety as outlined above, the Principal Contractor shall ensure that on appointing any other contractor for any portion of the construction project, that each potential sub-contractor submitting tenders for such work, have made sufficient provision for adequate and required health and safety measures during the construction process as required by **Construction Regulation 7(1)(c)(ii)**.

This provision shall include inter-alia, adequate supply of free PPE, suitable and sufficient edge protection and fall prevention equipment, welfare facilities, OHS related training, suitably trained and competent supervisory and health and safety personnel, fire prevention measures, Covid-19 requirements (as per latest requirements), etc.

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The principal contractor shall provide a sufficient OHS budget that shall include a complete breakdown of all OHS costs.

## 9 AGREEMENT WITH MANDATORY

OCCUPATIONAL HEALTH AND SAFETY ACT, (Act No 85 of 1993)

### AGREEMENT WITH MANDATORY

In terms of Section 37(1) and (2)

**WRITTEN AGREEMENT ENTERED INTO AND BETWEEN**

## HEALTH AND SAFETY SPECIFICATION

**PROJECT: CONSTRUCTION OF  
NEW SPORTSFIELD FOR  
CALEDON PARK SCHOOL**

**SITE: CALEDON PARK SCHOOL,  
FICKSBURG, FREE STATE PROVINCE**

Document : CHSS / ID 0002  
Amendment : 00  
Effective date : 13/02/2024

Northern Cape Department of Education

\_\_\_\_\_  
(Hereinafter referred to as the Client/Client/Company)

AND

\_\_\_\_\_  
(Hereinafter referred to as The Contractor)

**Compensation Fund Number :** \_\_\_\_\_

**Project / Contract Name :** CONSTRUCTION OF NEW SPORTSFIELD FOR CALEDON PARK SCHOOL,  
FICKSBURG, FREE STATE PROVINCE

|                                                                                 |                                                                      |                                                                            |
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## **Definition of Mandatory**

Includes an agent, a Contractor or sub-Contractor for work, but without derogating from his status in his own right as an Client or user.

## **Occupational Health and Safety Act (No. 85 of 1993)**

1. You are requested to, as far as reasonably can, comply with the requirements of the OHS ACT 93 and Construction Regulations 2014.
2. Your attention is drawn to “General Duties of Clients to their Employees” as required by Sect 8 of the Act
3. You are required to:
  - 3.1 Sign a written “Agreement with Mandatory” as required by Sect 37(1)(2) of the Act with us before you commence any work on my / our premises / site.
  - 3.2 Provide the client / Principal Contractor with a documented health and safety plan.
  - 3.3 Provide the client / Principal Contractor with written appointment of the person who is going to supervise the construction work as per Construction Regulation 6(1).  
  
*Note: Electrician to provide copy of certificate of registration as per Elect. Install Reg. 9(3).*
  - 3.4 Provide the client / Principal Contractor with written designation of your nominated Health and Safety Representative as per Sect 17(1).
  - 3.5 If you employ more than five (5) persons, you are required to provide your own First Aid Box. (General Safety Regulation 3 (2).)
  - 3.6 If you employ more than ten (10) persons, you are required to provide your own qualified First Aider as per General Safety Regulation 3(4).
  - 3.7 When working with hazardous chemical substances, comply with Hazardous Chemical Substances Regulation 3. Note: Asbestos and Lead regulations are separate.
  - 3.8 When using a Materials Hoist, comply with Construction Regulation 19.
  - 3.9 When using Lifting Machines and Lifting Tackle, comply with Cranes Regulation 22.
  - 3.10 When using Explosive actuated fastening devices, comply with Construction Regulation 21.
  - 3.11 When using Scaffolding, Formwork and support work, comply with Construction Regulation 12 and 16.
  - 3.12 When Excavating and Demolishing work, comply with Construction Regulation 13 and 14.
  - 3.13 When Welding, Flame Cutting, Soldering, comply with General Safety Regulation 9.

## HEALTH AND SAFETY SPECIFICATION

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3.14 When working in confined spaces, comply with General Safety Regulation 5.

4. You are responsible for providing your own legal safety documents and registers to comply with the Act's requirements. A copy of the OHS Act of 1993 should be available in the main Contractors office.
5. Personal protective equipment which will allow them to carry out their work in a safe manner, e.g. hard hats, safety belts, gloves, safe footwear, eye protection, ear protection, waterproof clothing etc.
6. Reporting of Incidents and Occupational Diseases shall be done as per General Admin. Regulation 6. (Also see Sect 26 of the Act.)

### **Compensation for Occupational Injuries and Diseases Act (No 130 of 1993)**

You are required to provide the client proof of registration with the Compensation Commissioner/Federated Client's Mutual within seven (7) days after signing this agreement. Failure to do so would result in the client notifying the agent of the Commissioner to investigate and make an assessment of your wage return and the applicable levy you have to pay, which will be liable for a deduction from your monthly progress payments and paid over to the Commissioner. (Copies of proof of payment will be provided to the Contractor) See Section 89(1) of the COID Act.



## HEALTH AND SAFETY SPECIFICATION

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### AGREEMENT WITH MANDATORY In terms of Section 37 (1) and (2)

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 37 (1) | <p>Whenever an employee does or omits to do any act which it would be an offence in terms of this Act for the Client of such employee or a user to do or omit to do, then unless it is proved that –</p> <ul style="list-style-type: none"> <li>(a) in doing or omitting to do that act the employee was acting without the connivance or permission of the Client or any such user;</li> <li>(b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and</li> <li>(c) all reasonable steps were taken by the Client or any such user to prevent any act or omission of the kind in question,</li> </ul> <p>the Client or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.</p> |
| Section 37 (2) | <p>The provisions of subsection (1) shall “mutatis mutandis” apply in the case of a mandatory of any Client or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Act.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

I,.....(Responsible person) for, .....(Company)

appoint, .....(Contractor) at the following premises / site:.....

.....

Period:.....

## HEALTH AND SAFETY SPECIFICATION

|                                                                                 |                                                                      |                                                                            |
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|                                                                                                                                                                                                                           |                                    |             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------------|
| <b><u>AUTHORISED SIGNATORY FOR THE CLIENT / CLIENT / COMPANY</u></b>                                                                                                                                                      |                                    |             |
| <b>Signature</b>                                                                                                                                                                                                          | <b>Designation</b>                 | <b>Date</b> |
|                                                                                                                                                                                                                           | Construction Health & Safety Agent |             |
| <b><u>ACCEPTANCE SIGNATORY FOR THE CONTRACTOR</u></b><br><br>I ..... hereby acknowledge receipt of and accept and understand the requirements of this agreement and shall ensure compliance with the OHS Act 85, of 1993. |                                    |             |
| <b>Signature</b>                                                                                                                                                                                                          | <b>Designation</b>                 | <b>Date</b> |
|                                                                                                                                                                                                                           |                                    |             |



[illegible]

QUANTITY SURVEYOR

**PRO**

Quantity Surveyors  
Project Managers

USER-CLIENT

 **education**  
Department of  
Education  
FREE STATE PROVINCE

PROJECT MOSBETS PROJECT

CALEDON INTERMEDIATE SCHOOL

NEW FOOTBALL/RUGBY SPORTFIELD  
& TENNIS/NETBALL COMBI-COURT

FREE STATE DEPT. OF EDUCATION,  
N.B. GATEWAY OFFICE, P.O. BOX 107, 22,  
C/O RUDOLF GREYLING 7 AM LOWAN AVE,  
ESTERIE, BPN,  
FREE STATE,  
9301

M.Molets@education.gov.za  
076 060 3525

|                    |                         |             |        |
|--------------------|-------------------------|-------------|--------|
| TITEL              | HO NGOC A               |             | TITLE  |
| SITE PLAN          |                         |             |        |
| KONTRAK NR         | #Project Code           | CONTRACT NR |        |
| SKAAL              | AS SHOWN                | SCALE       |        |
| GETEKEN            | MJAMA                   | DRAWN       |        |
| NAGESEN            | MJAMA                   | CHECKED     |        |
| DATUM              | Wednesday, 31 July 2024 |             | DATE   |
| DESIGN NO          | IG00001A-MKOPRO         | DRWG NR     | REV NR |
| 2018_EIDO10_r1_002 |                         |             | 00     |









FINISHING SCHEDULE  
SCALE 1:50

FINISHING SCHEDULE  
SCALE 1:50

[illegible]

USER-CLIENT

 **education**  
Department of  
Education  
FREE STATE PROVINCE

|                                                             |          |         |                                    |                         |              |       |
|-------------------------------------------------------------|----------|---------|------------------------------------|-------------------------|--------------|-------|
| PROJECT                                                     | PROJECTS | PROJECT | TITLE                              | NO                      | MODNO        | TITLE |
| CALEDON INTERMEDIATE SCHOOL                                 |          |         | PLANS: G2 RAMP, STEEPED PAVED AREA |                         |              |       |
| 7 NEWTONS ROAD, GULLY SPOTFIELD & TENDONVILLE, COMBIE COURT |          |         |                                    |                         |              |       |
|                                                             |          |         | PROJECT NO                         | PROJECT CODE            | CONTACT NAME |       |
|                                                             |          |         | 354AN                              | AS SHOWN                | SCALE        |       |
|                                                             |          |         | GETTSON                            | MJAMPA                  | DRAWN        |       |
|                                                             |          |         | HAGDEN                             | MJAMPA                  | CHECKED      |       |
|                                                             |          |         | DATE/PL                            | Wednesday, 31 July 2014 | DATE         |       |
|                                                             |          |         | NO: 1800_XXXXXX/001_002            | NO                      |              |       |
|                                                             |          |         | NO                                 | NO                      |              |       |



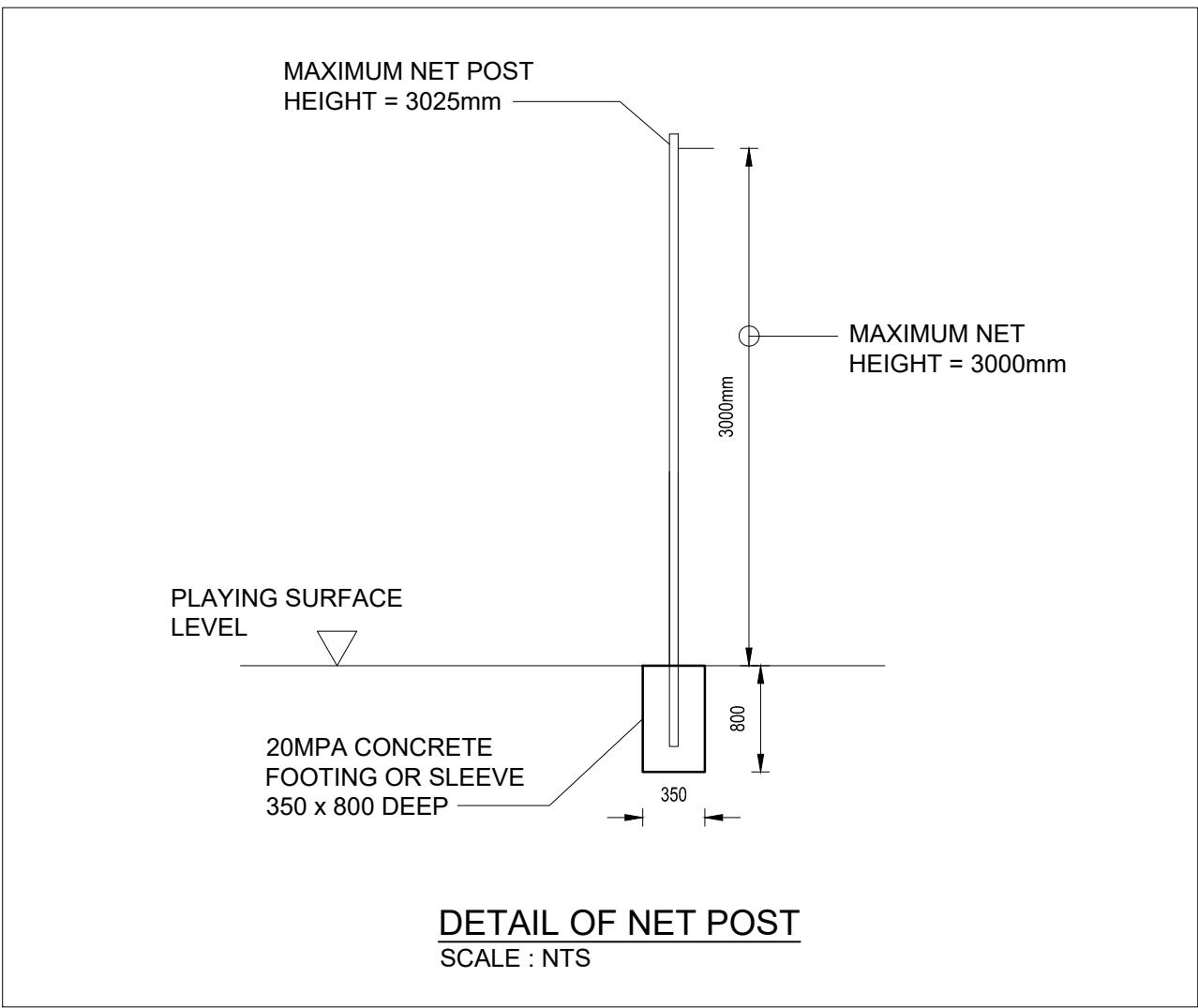
MUNICIPAL SUBMISSION





| TITLE             | HOUSCOA                 |             | TITLE  |
|-------------------|-------------------------|-------------|--------|
| SECTIONS          |                         |             |        |
| KONTRAK NR        | #Project Code           | CONTRACT NR |        |
| AKAAL             | AS SHOWN                | SCALE       |        |
| GETKGVN           | MJAMA                   | DRAWN       |        |
| NAGESSEN          | MJAMA                   | CHECKED     |        |
| DATUM             | Wednesday, 31 July 2024 |             | DATE   |
| REV NO            | 00000000000000000000    | DRWG NR     | REV NR |
| 2018_ED010_03_301 |                         |             | 00     |





- FENCING NOTES:**
1. MAXIMUM 'DIAMOND' OPENINGS IN FENCE TO BE 45mm OR AS SPECIFIED BY THE ARCHITECT.
  2. FENCE POSTS TO BE NO MORE THAN 3.0m CENTRES APART.
  3. ALL FENCE POSTS TO BE MEDIUM GRADE.
  4. FENCING TO GALVANISED / PVC COATED OR AS SPECIFIED BY THE ARCHITECT.

| DRAWING REVISIONS |         |       |         |                 |
|-------------------|---------|-------|---------|-----------------|
| REV               | DATE    | DRAWN | CHECKED | DESCRIPTION     |
| 00                | FEB '24 | JC    | AS      | DETAILED DESIGN |
|                   |         |       |         |                 |
|                   |         |       |         |                 |
|                   |         |       |         |                 |
|                   |         |       |         |                 |

CLIENT:



INDEPENDENT DEVELOPMENT TRUST  
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE  
18 PRESIDENT BRAND STREET  
BLOEMFONTEIN 9301  
TEL: 018 389 3051  
WEB: [www.idt.org.za](http://www.idt.org.za)

CONSULTANT:



DEEDSCON CONSULT (PTY) LTD  
52 PANORAMA ROAD  
ROOIHUISKRAAL  
CENTURION, 0157  
TEL: 012 655 0994 FAX: 086 611 2785  
EMAIL: deedscon@deedscon.co.za

PROJECT NAME & NUMBER:  
PMSUFS/16/17/DBE-CE :  
COMPLETION OF OUTSTANDING SERVICES -  
CONSTRUCTION OF SOCCER/RUGBY FIELD AND  
1 x COMBI COURT

DRAWING TITLE:

### TYPICAL COMBI COURT DETAILS (OPTION B)

|          |             |           |      |
|----------|-------------|-----------|------|
|          |             | SIGNATURE | DATE |
| DESIGNED | A.C.S & J.C |           |      |
| DRAWN    | J.C         |           |      |
| CHECKED  | A.C.S       |           |      |
| APPROVED | A.C.S       |           |      |
| SCALE    | NTS         |           |      |

PROJECT ENGINEER

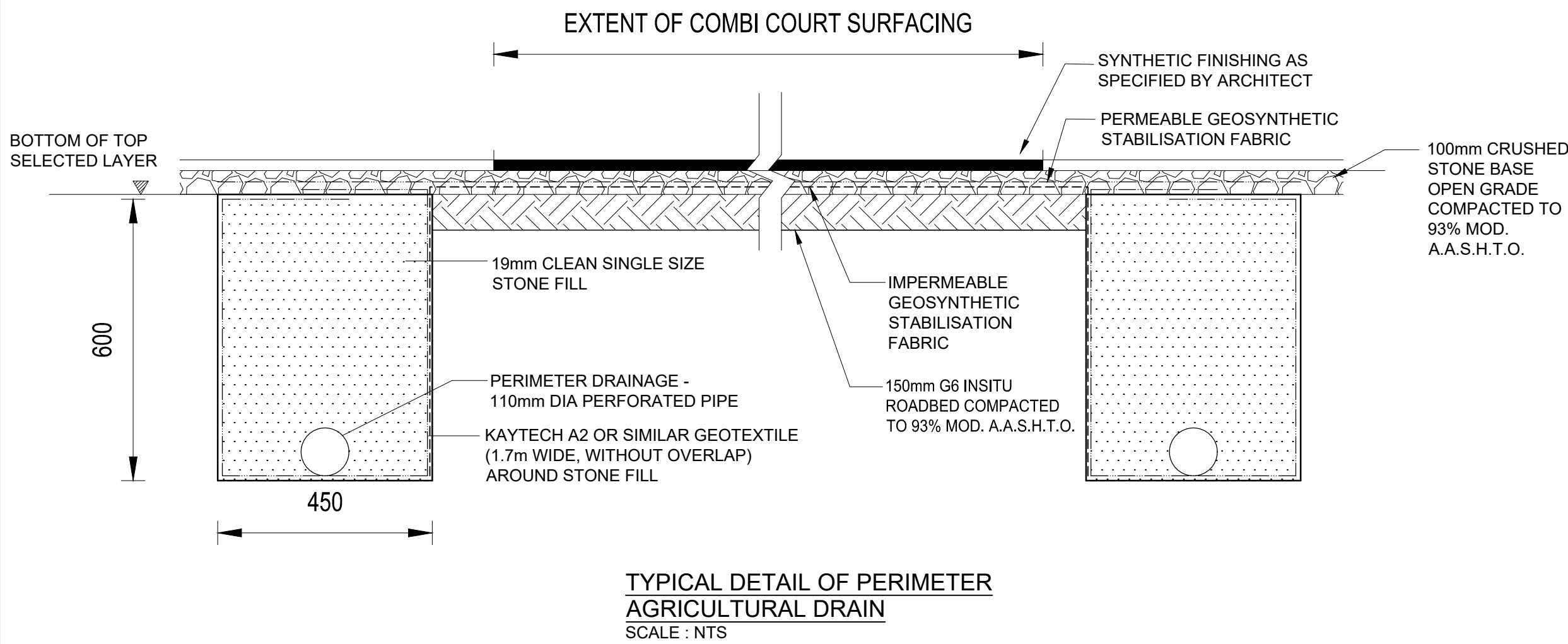
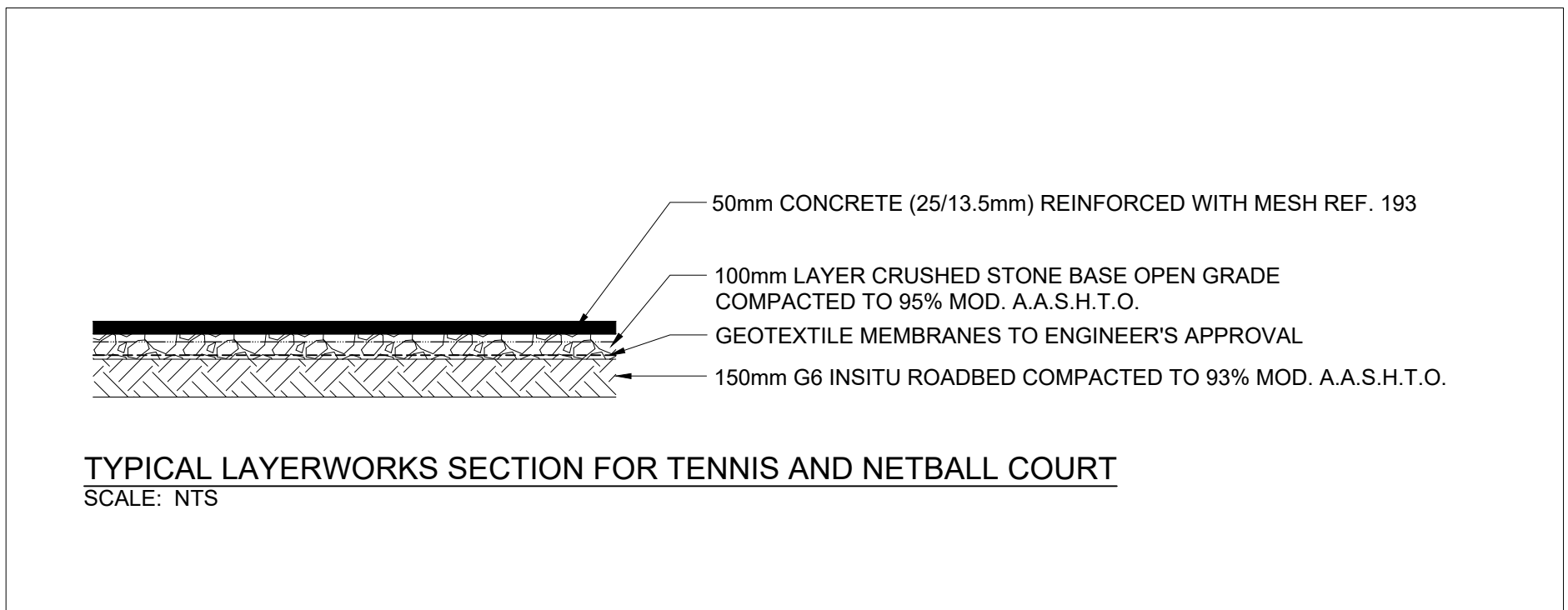
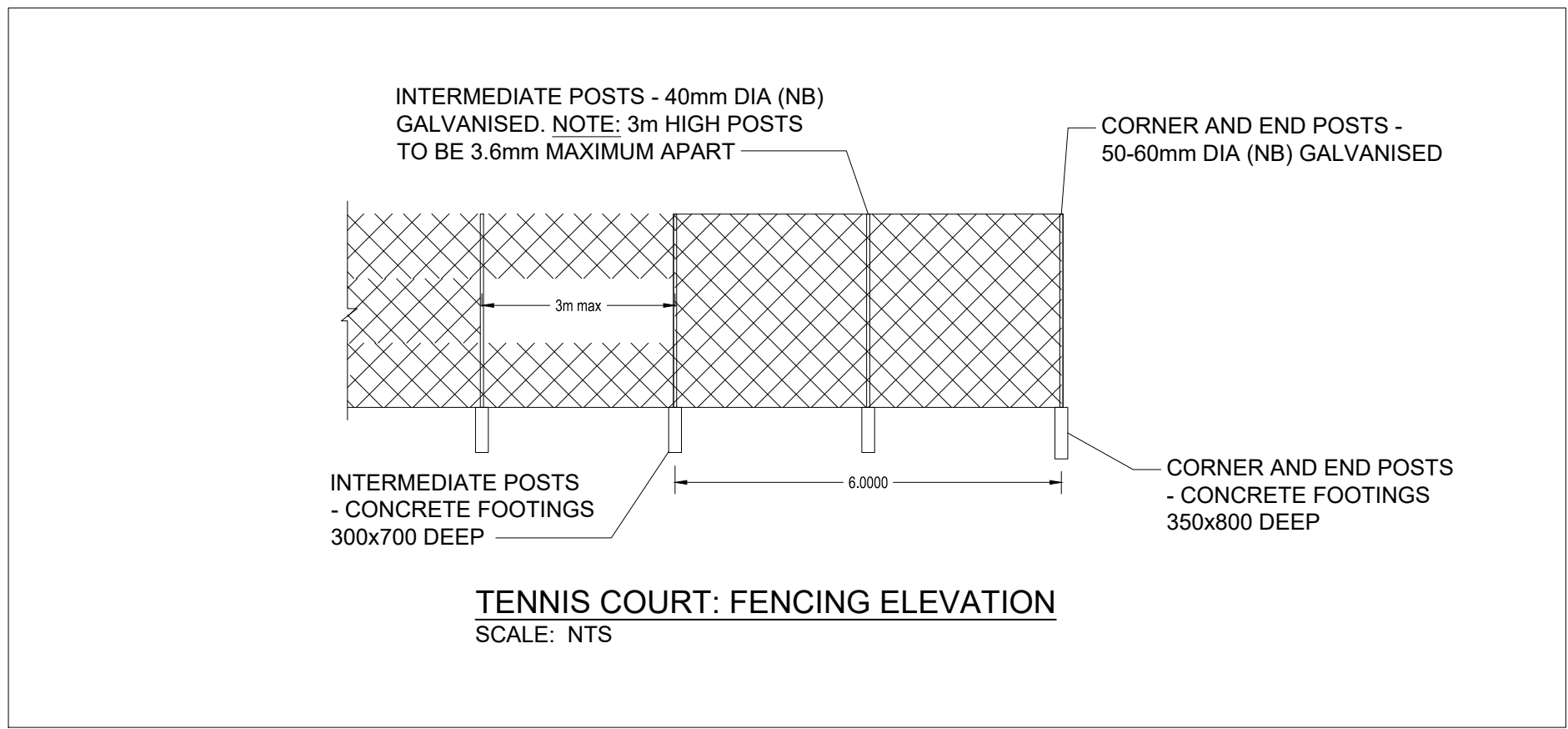
ALBERT C SHOKO Pr.Eng – 980577

DATE:

SIGNATURE

| DATE    | CONSULTANT PREFIX | DRG. NUMBER        | STAGE  | SHEET SIZE | REVISION |
|---------|-------------------|--------------------|--------|------------|----------|
| JUL '24 | DCN               | DCN 156 - CC - 001 | TENDER | A1         | 00       |

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## SECTION C-C



NOTES:

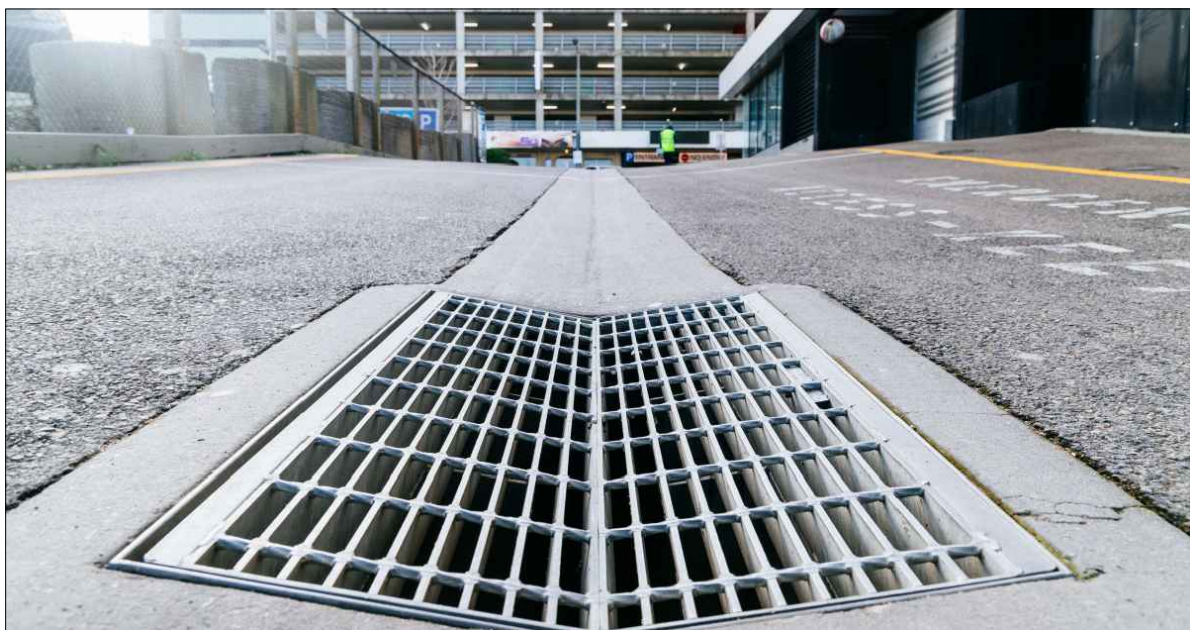
1. ENERGY DISSIPATORS TO BE CONSTRUCTED AT THE END OF EVERY CHANNEL AS APPROVED BY THE ENGINEER.
  2. DISSIPATION CAN BE CONSTRUCTED USING EITHER:
    - ROCKS PITCHED INTO THE CHANNELS CONCRETE. USE APPROVED MEDIUM SIZED ROCKS (min 100mm Dia) EMBEDDED INTO THE CHANNEL'S CONCRETE (+/- 40% EMBEDDED INTO THE CONCRETE).
- OR
- 20MPa 40mm X 40mm PRECAST CONCRETE BLOCKS EMBEDDED INTO THE CHANNELS CONCRETE DURING CHANNEL CASTING.

OR

NOTE:

In cases where block paving is preferred along the toe or top/crest of the retaining walls, such block paving shall be:

- Constructed on a minimum of 150 C4 stabilized base, compacted to 93% Mod Aashto
- Sloped at a minimum cross fall of 2% towards the V-Drains and at a longitudinal fall equal to that of the surface being drained.
- A 100x100mm Class 20/19 cast insitu concrete edge beam must be cast between the Retaining wall and the paving's edge kerbs (figure 10) covering all gaps in-between.



PHOTOGRAPHS OF CATCH PITS CONSTRUCTED ALONG V-DRAINS UTILIZING STEEL GRATING COVERS AT INLETS

**KEY:**

----- STORMWATER V-DRAIN

----- COMPOSITE STORMWATER DRAIN  
(v-drain with subsoil drain under)

| DRAWING REVISIONS |         |       |         |                 |
|-------------------|---------|-------|---------|-----------------|
| REV               | DATE    | DRAWN | CHECKED | DESCRIPTION     |
| 00                | FEB '24 | JC    | AS      | DETAILED DESIGN |
|                   |         |       |         |                 |
|                   |         |       |         |                 |
|                   |         |       |         |                 |
|                   |         |       |         |                 |

CLIENT



INDEPENDENT DEVELOPMENT TRUST  
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE  
18 PRESIDENT BRAND STREET  
BLOEMFONTEIN 9301  
TEL: 018 389 3051  
WEB: [www.idt.org.za](http://www.idt.org.za)

CONSULTANT:



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|                        |                                        |
|------------------------|----------------------------------------|
| PROJECT NAME & NUMBER: | PMSUFS/16/17/DBE-CE :                  |
|                        | COMPLETION OF OUTSTANDING SERVICES -   |
|                        | CONSTRUCTION OF SOCCER/RUGBY FIELD AND |
|                        | 1 x COMBI COURT                        |

DRAWING TITLE:

## CALEDON SPORTSFIELD DRAINAGE DETAILS

|          |              | SIGNATURE | DATE |
|----------|--------------|-----------|------|
| DESIGNED | A.C.S. & J.C |           |      |
| DRAWN    | J.C          |           |      |
| CHECKED  | A.C.S        |           |      |
| APPROVED | A.C.S        |           |      |
| SCALE    | NTS          |           |      |

PROJECT ENGINEER

ALBERT C SHOKO Pr.Eng - 980577

DATE:

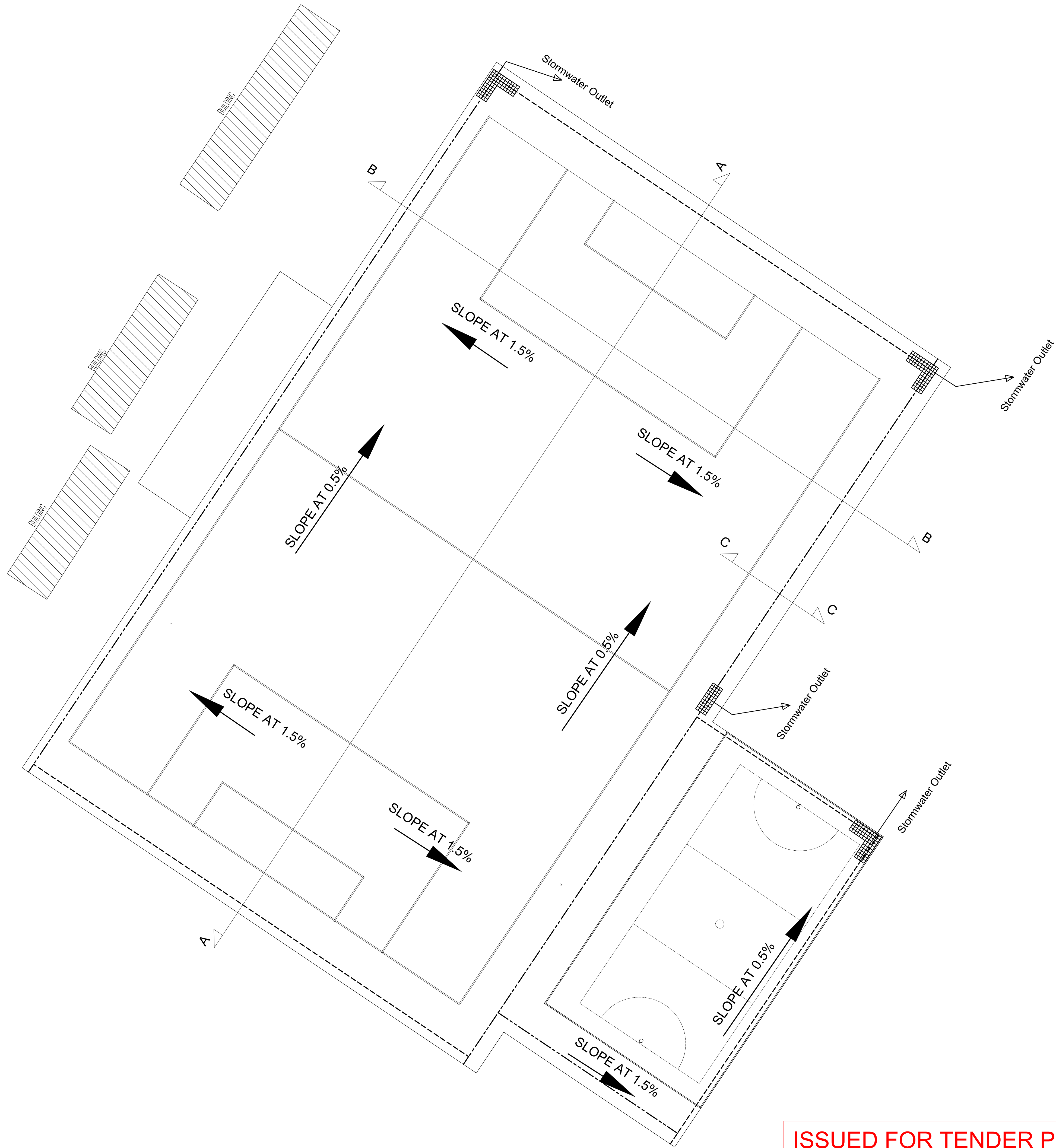
SIGNATURE

| DATE    | CONSULTANT PREFIX | DRG. NUMBER       | STAGE  | SHEET SIZE | REVISION |
|---------|-------------------|-------------------|--------|------------|----------|
| JUL '24 | DCN               | DCN 156 - D - 002 | TENDER | A1         | 00       |

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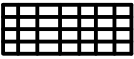




**KEY:**

----- 600mm WIDE STORMWATER V-DRAIN

----- COMPOSITE STORMWATER DRAIN  
(600mm V-Drain with subsoil drain under)

 STORM WATER INLETS  
(brick chambers with benching and steel grate covers)

| DRAWING REVISIONS |         |       |         |                 |
|-------------------|---------|-------|---------|-----------------|
| REV               | DATE    | DRAWN | CHECKED | DESCRIPTION     |
| 00                | FEB '24 | JC    | AS      | DETAILED DESIGN |
|                   |         |       |         |                 |
|                   |         |       |         |                 |
|                   |         |       |         |                 |

CLIENT:

  
INDEPENDENT DEVELOPMENT TRUST  
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE  
18 PRESIDENT BRAND STREET  
BLOEMFONTEIN 9301  
TEL: 018 389 3051  
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CONSULTANT:

  
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PROJECT NAME & NUMBER:  
PMSUFS/16/17/DBE-CE :  
COMPLETION OF OUTSTANDING SERVICES -  
CONSTRUCTION OF SOCCER/RUGBY FIELD AND  
1 x COMBI COURT

DRAWING TITLE:  
CALEDON SPORTSFIELD DRAINAGE  
LAYOUT PLAN

|          |             | SIGNATURE | DATE |
|----------|-------------|-----------|------|
| DESIGNED | A.C.S & J.C |           |      |
| DRAWN    | J.C         |           |      |
| CHECKED  | A.C.S       |           |      |
| APPROVED | A.C.S       |           |      |
| SCALE    | NTS         |           |      |

PROJECT ENGINEER

ALBERT C SHOKO Pr.Eng – 980577

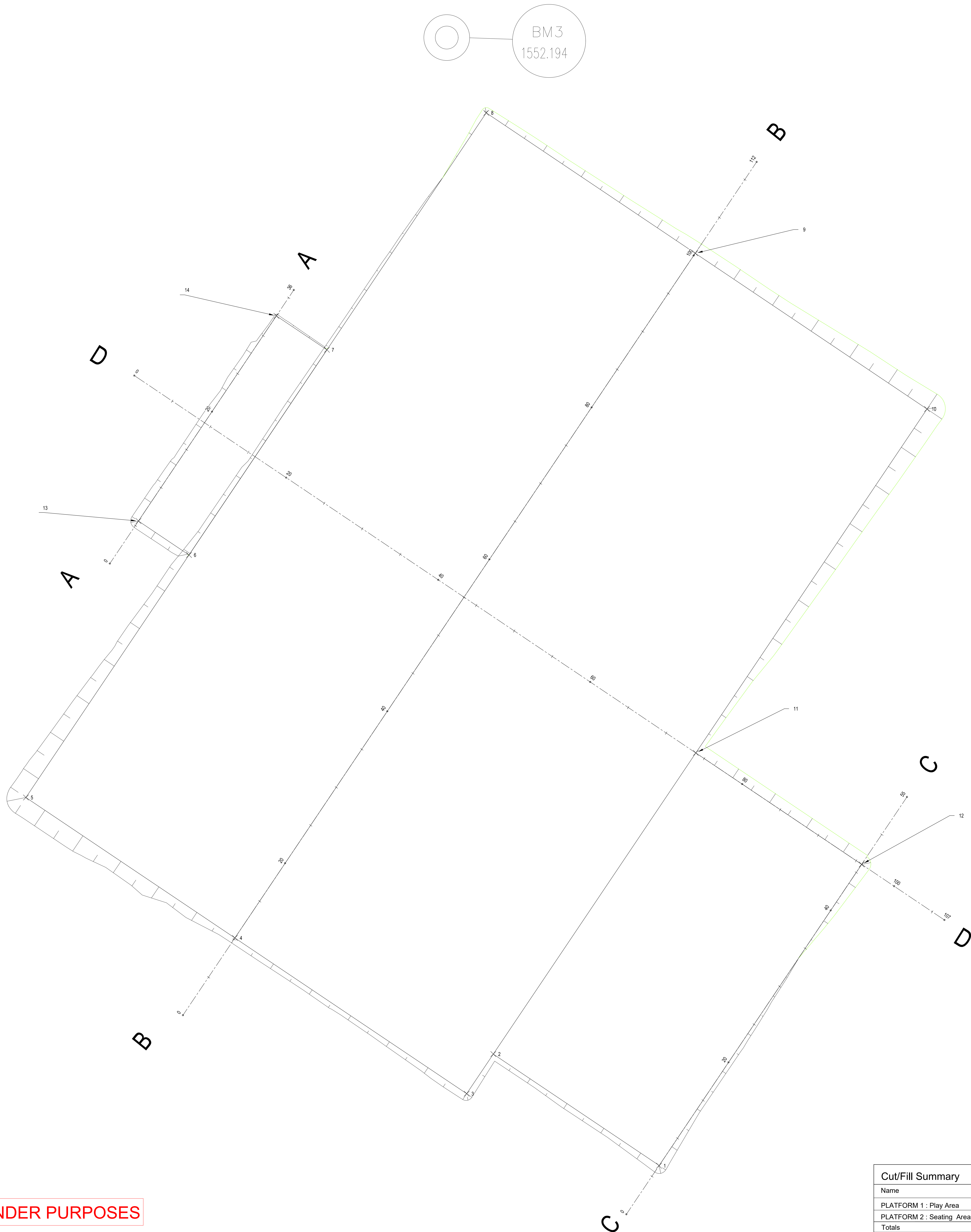
DATE:

SIGNATURE:

| DATE    | CONSULTANT PREFIX | DRG. NUMBER       | STAGE  | SHEET SIZE | REVISION |
|---------|-------------------|-------------------|--------|------------|----------|
| JUL '24 | DCN               | DCN 156 - D - 001 | TENDER | A1         | 00       |

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NOTES

1. ALL SETTING OUT SHALL BE DONE BY QUALIFIED SURVEYOR. SHOULD THERE BE ANY SIGNIFICANT DISCREPANCIES, THESE MUST BE BROUGHT TO THE ATTENTION OF THE ENGINEER OR HIS REPRESENTATIVE ON SITE.
2. THE CONTRACTOR MUST CHECK THAT THE GROUND LEVELS INDICATED ON THE DRAWING ARE A TRUE REFLECTION OF ACTUAL SITE CONDITIONS. THE ENGINEER MUST BE INFORMED IMMEDIATELY IF THERE IS ANY SIGNIFICANT DISCREPANCY.
3. ALL WORK TO BE CARRIED OUT IN COMPLIANCE WITH SANS 1200 STANDARDIZED SPECIFICATION AND THE PROJECT SPECIFICATIONS.
4. ALL DIMENSIONS TO BE CHECKED PRIOR TO THE START OF CONSTRUCTION. THE ENGINEER MUST BE INFORMED IMMEDIATELY IF THERE IS ANY SIGNIFICANT DISCREPANCY.
5. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS NOTED OTHERWISE.
6. THIS DRAWING TO BE READ IN CONJUNCTION WITH THE RELEVANT ARCHITECTS AND CIVIL DRAWINGS.
7. THIS DRAWING NOT TO BE SCALED. FIGURED DIMENSIONS TO BE USED ONLY.
8. PRIOR TO THE START OF CONSTRUCTION, ALL EXISTING SERVICES WHICH ARE TO BE CROSSED MUST BE EXPOSED TO CONFIRM THEIR POSITIONS AND LEVELS. ANY DISCREPANCY IS TO BE IMMEDIATELY REPORTED TO THE ENGINEER.
9. BULK EARTHWORKS, THE APPLICABLE STANDARD SPECIFICATION IS SABS 1200 D - 1988 (AS AMENDED) WHICH SHOULD BE READ IN CONJUNCTION WITH THE RELEVANT MUNICIPALITY SPECIFICATION.
10. CONTRACTOR TO DESIGN AND CONSTRUCT TEMPORARY WORKS TO SATISFY HIS REQUIREMENTS. RESPONSIBILITY OF PROFESSIONAL INVESTIGATIONS, DESIGN, CONSTRUCTION, INTEGRITY, STABILITY, SAFETY AND APPROVAL OF WORKS SHALL BE THAT OF THE CONTRACTOR.
11. POST CONSTRUCTION, CONTRACTOR TO ENSURE REMOVAL OF TEMPORARY WORKS.

CLIENT:



INDEPENDENT DEVELOPMENT TRUST  
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE  
18 PRESIDENT BRAND STREET  
BLOEMFONTEIN 9301  
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PROJECT NAME & NUMBER:  
PMSUFS/16/17/DBE-CE :  
COMPLETION OF OUTSTANDING SERVICES -  
CONSTRUCTION OF SOCCER/RUGBY FIELD AND  
1 x COMBI COURT

DRAWING TITLE:

PLATFORM LAYOUT AND SETTING OUT DETAILS

|          |             | SIGNATURE | DATE |
|----------|-------------|-----------|------|
| DESIGNED | A.C.S & J.C |           |      |
| DRAWN    | J.C         |           |      |
| CHECKED  | A.C.S       |           |      |
| APPROVED | A.C.S       |           |      |
| SCALE    | NTS         |           |      |

PROJECT ENGINEER

ALBERT C SHOKO Pr.Eng - 980577

|           |  |
|-----------|--|
| DATE:     |  |
| SIGNATURE |  |

| DATE    | CONSULTANT PREFIX | DRG. NUMBER        | STAGE  | SHEET SIZE | REVISION |
|---------|-------------------|--------------------|--------|------------|----------|
| JUL '24 | DCN               | DCN 156 - PL - 001 | TENDER | A1         | 00       |

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1. RETAINING WALL TO BE CONSTRUCTED OF TERRAFORRE / LOFFELSTEIN PRECAST CONCRETE BLOCKS.
2. BLOCKS PLACED AS SHOWN AND TO BE FILLED WITH TAMPED GRANULAR SOIL.
3. FOR WALLS RETAINING CLAY OR SHALE, PROVIDE A 300 WIDE PERVIOUS SOIL FILLING BEHIND WALL. BACKFILL TO BE WELL REMAINED IN 150mm (MAX) LAYERS.
4. WHERE CONCRETE NIB IS NOT CAST INTEGRALLY WITH THE BASE, VERTICAL DOWEL BARS ARE TO BE EXPOSED AND KEPT IN PLACE DURING CASTING OF BASE FOUNDATION.
5. GROUND UNDER ALL BASES TO BE WELL COMPACTED, PRIOR TO CONSTRUCTING BASE.
6. THE ENGINEER IS TO BE NOTIFIED OF ANY VARIATIONS OF LEVELS OR DIMENSIONS SHOWN.
7. MINIMUM CONCRETE STRENGTH FOR CONCRETE FOUNDATION TO BE 25 MPa AT 28 DAYS.
8. NO WALLS TO ENCRATCH OVER BOUNDARY.
9. NO SERVICES OR TRENCHES PERMITTED IMMEDIATELY IN FRONT OF THE RETAINING WALL.
10. PRECAUTIONS TO BE TAKEN TO PREVENT COLLAPSE OF EXCAVATED BANK. REFER TO LOCAL AUTHORITY REQUIREMENTS.
11. NO SUPERIMPOSED LOADING PERMITTED BEHIND WALL, WITHIN A DISTANCE EQUAL TO THE WALL HEIGHT, UNLESS STATED OTHERWISE.
12. FOR FOUNDATION FOUNDED IN CLAY/SHALE IN SITU MATERIAL TO BE EXCAVATED AND REPLACED WITH APPROVED GRANULAR MATERIAL TO A DEPTH OF MINIMUM 300mm BELOW UNDERSIDE OF BASE.
13. STEP VARIATIONS AND BLOCK OFFSETS TO BE AS RECOMMENDED BY THE MANUFACTURER TO OBTAIN DESIGN LEVELS & SLOPE RESPECTIVELY.

1. ALL FOUNDATIONS TO BE ON SOLID COMPACTED GROUND INSPECTED BY ENGINEER.
2. A 50mm 15MPa BLINDING LAYER TO BE CASTED BELOW THE STRIP FOUNDATION.
3. CONCRETE STRIP FOOTING TO BE REINFORCED AS SHOWN IN SECTION.
4. STEEL REINFORCEMENT TO BE TO BE INSPECTED AND APPROVED BY THE ENGINEER BEFORE CONCRETE CASTING.
5. CONSTRUCTION JOINTS TO BE INTRODUCED EVERY 6M IN THE STRIP FOOTING.
6. ONLY NXF STRUCTURAL BRICKS TO BE USED WHOSE FINISH IS TO BE AS SPECIFIED BY THE ARCHITECT.
7. BRICKWORK TO BE AT EVERY SECOND COURSE.
8. FOUNDATION WALLS TO BE A MINIMUM OF 300mm BELOW FINAL PLATFORM LEVEL.
9. ONE HOD AT 3000c/c WITH 600c/c LIGHTING ABOVE FINAL LEVEL OF LOWER SIDE.
10. FIRST 230x230 SUPPORT/BRACING PILLAR TO BE 3000mm FROM START OF RETAINING WALL (FROM HIGHES POINT) AND THEN AT EVERY 6000 c/c, WITH FOUNDATIONS ADJUSTED ACCORDINGLY TO ACCOMMODATE



1. ALL FOUNDATIONS TO BE ON SOLID COMPACTED GROUND INSPECTED BY ENGINEER.
2. A 50mm 15MPa BLINDING LAYER TO BE CASTED BELOW THE STRIP FOUNDATION.
3. CONCRETE STRIP FOOTING TO BE REINFORCED AS SHOWN IN SECTION.
4. STEEL REINFORCEMENT TO BE TO BE INSPECTED AND APPROVED BY THE ENGINEER BEFORE CONCRETE CASTING.
5. CONSTRUCTION JOINTS TO BE INTRODUCED EVERY 6M IN THE STRIP FOOTING.
6. ONLY INFX STRUCTURAL BRICKS TO BE USED WHOME FINISH IS TO BE AS SPECIFIED BY THE ARCHITECT.
7. BRICKWORK TO BE AT EVERY SECOND COURSE.
8. FOUNDATION WALLS TO BE A MINIMUM OF 500mm BELOW FINAL RAMPLANDING LEVEL.
9. WEEP HOLES TO BE INSTALLED AT 3000c/d LIGHTING ABOVE FINAL LEVEL OF LOWER SIDE.
10. FIRST 230x230 SUPPORT/BRACING PILLAR TO BE 300mm FROM START OF RETAINING WALL (FROM HIGHT AND FINISH) AND AT EVERY 5000 c/d WITH FOUNDATIONS ADJUSTED ACCORDINGLY TO ACCOMMODATE THEM.
11. 500mm DIA TIES TO BE CONSTRUCTED AT START AND CORNER OF CAVITY WALLS WITH FOUNDATIONS ADJUSTED ACCORDINGLY.
12. GALVANISED STEEL BUTTERFLY WALL TIES TO BE INSTALLED ON CAVITY WALLS AT EVERY 4th COURSE, SPACED AT 1000mm CENTRES

1. ALL SETTING OUT SHALL BE DONE BY QUALIFIED SURVEYOR. SHOULD THERE BE ANY SIGNIFICANT DISCREPANCIES, THESE MUST BE BROUGHT TO THE ATTENTION OF THE ENGINEER OR HIS REPRESENTATIVE ON SITE
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3. ALL WORK TO BE CARRIED OUT IN COMPLIANCE WITH SANS 1200 STANDARDIZED SPECIFICATION AND THE PROJECT SPECIFICATION
4. ALL DIMENSIONS TO BE CHECKED PRIOR TO THE START OF CONSTRUCTION, THE ENGINEER MUST BE INFORMED IMMEDIATELY IF THERE IS ANY SIGNIFICANT DISCREPANCY
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11. POST CONSTRUCTION: CONTRACTOR TO ENSURE REMOVAL OF TEMPORARY WORKS



CLIENT:



Independent development trust

Independent development trust

CONSULTANT:

The logo for DCN Deeticon Consult is located in the top right corner. It features the letters "DCN" in a large, bold, green font with a black outline. Below "DCN", the words "Deeticon Consult" are written in a smaller, green, sans-serif font. The entire logo is set against a light green, oval-shaped background that has a subtle gradient and a slight shadow.

EMAIL: [deedscon@deedscon.co.za](mailto:deedscon@deedscon.co.za)

DRAWING TITLE:

BRICK & BLOCK (TERRAFORCE) RETAINING  
WALL DETAILS

|                                |  |
|--------------------------------|--|
| PROJECT ENGINEER               |  |
| ALBERT C SHOKO Pr.Eng - 980577 |  |
| DATE:                          |  |
| SIGNATURE                      |  |

ISSUED FOR TENDER PURPOSES

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