



# INDEPENDENT DEVELOPMENT TRUST

Contract No.: DOEEC/11/2023/2024

A Bid for Category 5GB or higher CIDB Registered Contractors

## GABAJANA JUNIOR SECONDARY SCHOOL

LOCATED AT GABAJANA, FLAGSTAFF, NGQUZA HILL LOCAL MUNICIPALITY, EASTERN CAPE PROVINCE

Name of Bidder : \_\_\_\_\_

NAME OF DULY AUTHORIZED PERSON: \_\_\_\_\_

ADDRESS : \_\_\_\_\_

TEL. NUMBER : \_\_\_\_\_

CELL NUMBER : \_\_\_\_\_

FAX NUMBER : \_\_\_\_\_

E-MAIL : \_\_\_\_\_

CRS NUMBER : \_\_\_\_\_

CSD NUMBER : \_\_\_\_\_

**ISSUED BY:**

**Independent Development Trust**  
Palm Square Business Park  
Bonza Bay Road  
Silverwood House, Beacon Bay, 5205  
Ms. Licky Mnisi  
Tel: (043) 711-6000  
Email: LickyM@idt.org.za

**PREPARED BY:**

**LAKHANYA QUANTITY SURVEYORS**  
58 WESLEY STREET  
Mthatha  
EASTERN CAPE  
Mr. Ayanda Mali  
Tel: 047 531 2310 / 073 352 0352  
Email: adm-ut@lakqs.co.za



# **INDEPENDENT DEVELOPMENT TRUST**

**AT**

## **GABAJANA JUNIOR SECONDARY SCHOOL**

**LOCATED AT GABAJANA, FLAGSTAFF, NGQUZA HILL LOCAL MUNICIPALITY, EASTERN  
CAPE PROVINCE**

**BID NO: DOEEC/11/2023/2024**

**CLOSING DATE: 21 September 2023**

### **ISSUED**

**Independent Development Trust**

Physical Address,  
Palm Square Business Park  
Bonza Bay Road  
Beacon Bay, 5205  
Contact: Ms. Licky Mnisi  
Telephone: 043 711 6000

### **PRINCIPAL AGENT**

**Lakhanya Quantity Surveyors**

58 Wesley Street  
Mthatha  
5100  
Contact: Mr. Ayanda Mali  
Tel: 047 531 2310  
Cell: 073 352 0352

### **PREPARED BY**

LAKHANYA QUANTITY SURVEYORS  
58 WESLEY STREET  
MTHATHA  
5100  
CONTACT: MR AYANDA MALI  
TEL: 043 531 2310/ 073 352 0352



## INDEPENDENT DEVELOPMENT TRUST

Construction of Gabajana Junior Secondary School at Gabajana Location, Flagstaff, Ingquza Hill Local Municipality.

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## **INDEPENDENT DEVELOPMENT TRUST**

### **T1.1 Bid Notice and Invitation to Bidder**



## INDEPENDENT DEVELOPMENT TRUST

### T1.1 Bid Notice and Invitation to Bidder

#### BID NOTICE No: DOEEC/11/2023/2024: 14 August 2023

Note: BID closes on Thursday 21 September 2023 @ 11:00

**GABAJANA JUNIOR SECONDARY SCHOOL**  
(EMIS NO. 20050239 P0003506)GPS: 31.05.010 S 29.28.214 E

### **CONSTRUCTION OF GABAJANA JUNIOR SECONDARY SCHOOL AT GABAJANA LOCATION, FLAGSTAFF, NGQUZA HILL LOCAL MUNICIPALITY FOR THE DEPARTMENT OF EDUCATION, EASTERN CAPE PROVINCE**

On behalf of the DEPARTMENT OF EDUCATION, the Independent Development Trust, invites bidders for CONSTRUCTION OF GABAJANA JUNIOR SECONDARY SCHOOL AT GABAJANA LOCATION, FLAGSTAFF, NGQUZA HILL LOCAL MUNICIPALITY, EASTERN CAPE

#### **Mandatory Requirements**

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

- Proof of CIDB registration number – Grade **5GB** or higher (No PE is acceptable)
- Proof of authority to sign the document must be submitted e.g. company resolution (if there is more than one director)
- Valid COIDA or FEM / RMA certificate number
- Detailed proof of Company registration with the Companies Intellectual Property Commission (**CIPC**) or other authentic proof of company ownership
  - Originally certified copies of identity documents for company's director(s). Copies should be **certified within 3 months** prior the closing date of this bid
  - Attendance of Compulsory Site Briefing
  - **Completion of SBD 1**, Fully & Duly Completed and signed Invitation to BID, Part A and B (SBD 1). All blank spaces must be completed. Bidders to indicate items that are not applicable.
  - **Completion of SBD 4**, Fully & Duly Completed and Signed Declaration of Interest Form (SBD 4). All blank spaces must be completed. Bidders to indicate items that are not applicable.
  - **Completion of SBD 6.1**, Fully & Duly Completed and Signed Preference points claim form in terms of PPPFA, Procurement Regulations 2022 (SBD 6.1). All blank spaces must be completed. Bidders to indicate items that are not applicable.
- Completion of form of offer in the tender document **in full**
- Copy of the Joint Venture (JV) agreement signed by all parties (where JV in use)
- Acknowledgement of Addenda with Financial implications (where applicable)
- Fully & Duly Completed Detailed Bill of Quantities (BOQ), Written in Black Ink

- Contract Director/Manager must be professional registered with any built environment body

- Note:**
- (i) Failure to submit any of the above documents / requirements shall result in disqualification of the bid.
  - (ii) If any of the Directors are in the Employment of the State shall result in disqualification of the bid.
  - (iii) If any of its Directors are listed on the Register of Defaulters shall result in dis-qualification of the bid.
  - (iv) In the case of a Bidder, who during the last ten (10) years has been Terminated on Previous Contracts with the IDT shall result in disqualification of the bid.

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

**Returnable documents required at Bid Award -**

- Proof of Central Supplier Database registration (CSD)
- Tax Compliance Letter with a unique pin
- Certified Copies of South African ID documents for directors for 80/20 Specific Goals
- Letter from the Doctor confirming disability of the Director/s for 80/20 Target Goals where applicable.

Only bidders who are competent in the advertised work and who have achieved the minimum functionality threshold will be evaluated **on 80/20 points based on the Preferential Procurement Regulations of 2022**, where functionality will be evaluated as follows:

**STAGE 1:**

<b>Evaluation Criteria</b>	<b>Points Allocation</b>
Relevant Previous Experience on completed projects of a similar nature and value in the last <b>Ten (10)</b> years	35 points
Qualifications, Skills and Experience of project key resources	20 points
Project Schedule	20 points
Signed and stamped client references on the same projects listed above (either Client or Client Representative).	25 points
<b>Total</b>	<b>100 points</b>
<b>NB: Minimum qualifying functionality threshold is 70 points out 100</b>	

**Similar Nature of work for evaluation - Not acceptable**

**Similar Nature of Work - Acceptable:** Scope of Works for this project:

Renovation to existing structures, Construction of two blocks of four classrooms, Grade R ablution block and associated external works – **5GB or higher**)

**STAGE 2:**

Only bidders who obtain **70 points or higher** on the functionality threshold will be evaluated further.

**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. 80/20 preference points system is applicable)*  
**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

Points are allocated as follows for the **80/20** points system:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>TARGETED GROUP</b>	
Women	6
Youth	6
People with Disabilities	4
Black	4
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

**Compulsory site briefing/clarification meeting will be on site on the 30 August 2023 on the following: CONSTRUCTION OF GABAJANA JUNIOR SECONDARY SCHOOL AT GABAJANA LOCATION, FLAGSTAFF, NGQUZA HILL LOCAL MUNICIPLAITY FOR THE DEPARTMENT OF EDUCATION, EASTERN CAPE PROVINCE.**

**GPS: 31.05.010 S 29.28.214 E**

**Note:** Bidders are requested and encouraged to arrive early before the commencement of the briefing session at **11h00am**. No late arrivals will be allowed in the briefing meeting. (i.e. later than **11h15**).

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

Tender Documents may be downloaded from the IDT's website as follows: [www.idt.org.za](http://www.idt.org.za) as well as on the e-tenders portal, [www.etenders.gov.za](http://www.etenders.gov.za) from the **18 August 2023**. Tenders must only be submitted on the tender documentation that is downloaded from the stipulated websites. The retyping of the tender document is not permitted.

All SCM enquiries relating to this bid must be directed to [LickyM@idt.org.za](mailto:LickyM@idt.org.za) (SCM) and Technical enquiries relating to this bid must be directed to [amali@lakqs.co.za](mailto:amali@lakqs.co.za) (Technical) during office hours (08h30 – 17h00) weekdays.

**On submission of Tender documents, the bidder must submit a signed original bid document in hard copy. Original bid document written in ink and not erasable.**

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

The bid closing date is **21 September 2023 no later than 11H00**. Bids shall be submitted in the tender box at IDT's Eastern Cape Regional Office;

**INDEPENDENT DEVELOPMENT TRUST,  
PALM SQUARE BUSINESS PARK, SILVERWOOD HOUSE,  
BONZA BAY ROAD,  
BEACON BAY,  
EAST LONDON**

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

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



# INDEPENDENT DEVELOPMENT TRUST

## T1.2 Bidder Data

The conditions of bidding are the Standard Conditions of Bidding 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 bidders as an Annex to this Bid Data.

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

### The additional conditions of bidder are:

Clause number	Bidder Data for BID NO: BID No: DOEEC/11/2023/2024
F.1.1	The employer is the <b>Independent Development Trust, Eastern Cape Region</b>
F.1.2	The bid documents issued by the employer comprises: T1.1 Bid notice and invitation to bid T1.2 Bid data T2.1 List of returnable documents T2.2 Returnable schedules <b>Part 1: Agreements and contract data</b> C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's appointment <b>Part 2: Pricing data</b> C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities <b>Part 3: Scope of work</b> C3 Scope of work <b>Part 4 : Site information</b> C4 Site information
F.1.4	The employer's agent is:  Name: <b>LAKHANYA QUANTITY SURVEYORS</b> Address: 58 WESLEY STREET, MTHATHA, 5100 Tel 047 531 2310 Cell 073 352 0352 E-mail: adm-ut@lakqs.co.za
F.2.1	Only those bidders who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Bided for a <b>Grade 5GB or higher class</b> of construction work, are eligible to submit Bids.  Joint ventures are eligible to submit Bids provided that: <ul style="list-style-type: none"><li>• every member of the joint venture is registered with the CIDB;</li><li>• the lead partner has a contractor grading designation in the <b>Grade 5GB</b> or higher class of construction work; and</li><li>• the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum Bided for a <b>(5GB or higher ) General Building</b> class of construction work.</li></ul>

- F.2.7 Compulsory briefing with representatives of the employer
- F.2.12 No alternative Bid offers will be considered
- F.2.13.3 Parts of each Bid offer communicated on paper shall be submitted as one original (i.e., no copies should be submitted).
- F.2.13.5 The employer's address for delivery of Bid offers and identification details to be shown on each Bid offer package are:

**Location of Bid box: Physical address: -**

INDEPENDENT DEVELOPMENT TRUST OFFICES

Palm Square Business Park  
 Silverwood House, Beacon Bay  
 EAST LONDON  
 5201

**Identification details:**

**Project no: BID No: DOEEC/11/2023/2024**

**Title:** Construction of Gabajana Junior Secondary School at Gabajana Location, Flagstaff, Ngquza Hill Local Municipality.

**Postal address: Palm Square Business Park, Silverwood House, Bonza Bay Road, Beacon Bay, 5201**

- F.2.15 The closing time for submission of Bid offers is as stated in the Bid Notice and Invitation to Bid.  
**Closing date: 14 September 2023**  
**Closing time: 11h00**
- F.2.15 Telephonic, Telegraphic, Telex, Facsimile or E-mailed Bid offers will not be accepted.
- F.2.16 The Bid offer validity period is **90 (Ninety) days**.
- F.2.17 The contract duration is **8 Months (168 Days)** from date of Site Handover.
- F.2.23 The Bidder is required to submit with his Bid a Certificate of Contractor Registration issued by the Construction Industry Development Board; Compensation of Injury Diseases Act certificate (COIDA). Where a Bidder Bids through joint venture formation, such bidders should include a joint venture agreement duly signed by each partner.
- F.3.4 Bids will not be opened in public after the closing time; they will be posted on the IDT Website within 7 days of closure.

### F.3.11 Bid offers will only be accepted if the following are submitted

No	Gate Keeper (Compulsory) Criteria	Gate Keeper Criteria Description
1	Proof of authority to sign the document must be submitted e.g. company resolution (if there is more than one director)	Proof of authority to sign the document must be submitted on Company Letterhead e.g. company resolution.
2	Letter of good standing/Copy of registration (COIDA/FEM) from the Department of Labour	Valid Letter of Good Standing (Workman's Compensation, COIDA) or FEM Letter of Good Standing. If JV all partners must submit
3	CIDB Grading Certificate.	Required valid and active CIDB Grading equivalent for the works. JV's to submit consolidated CIDB Grading.
4	Fully & Duly Completed Detailed Bill of Quantities (BOQ), Written In Black Ink	All items in the original Bill of Quantities must be priced (rates and amounts and totals) with the exception of preliminaries (contractor can select options in line with the PBA JBCC March 2005 Edition 4.1), written in Ink.
5	Consortium / Joint Venture Agreement	<b>If Applicable</b> , JV Agreement signed by all parties of the JV.
6	Duly Completed Form of Offer	Fully & Duly Completed and Signed form of offer and witnessed. All blanks spaces must be completed.
7	Duly completed and signed Invitation to BID, Part A and B ( <b>SBD 1</b> )	Fully & Duly Completed and signed Invitation to BID, Part A and B (SBD 1). All blank spaces must be completed. Bidders to indicate items that are not applicable.
8	Bidders Disclosure ( <b>SBD 4</b> )	Fully & Duly Completed and Signed Declaration of Interest Form (SBD 4). All blank spaces must be completed. Bidders to indicate items that are not applicable.
9	Duly Completed and Signed Preference points claim form in terms of PPPFA, Procurement Regulations 2017 ( <b>SBD 6.1</b> )	Fully & Duly Completed and Signed Preference points claim form in terms of PPPFA, Procurement Regulations 2017 (SBD 6.1). All blanks spaces must be completed. Bidders to indicate items that are not applicable.
10	No Copies, no correctional fluids, erasable pen or a lead pencil will be used on any of the submitted forms. Only black ink must be used to complete documents. Any mistakes must be neatly crossed out and countersigned by all relevant parties.	No Copies, no correctional fluids, erasable pen or a lead pencil will be used on any of the submitted forms. Only black ink must be used to complete documents. Any mistakes must be neatly crossed out and countersigned by all relevant parties.
11	Acknowledgement of Addenda to the Bid document	To be completed and signed

#### Instruction notes:

- **All blanks spaces must be completed on all the SBD forms.**
- **Bidders to indicate items that are not applicable to them on all the forms.**
- **Bidders are advised to fill in the correct information on all the SBD forms.**
- **Bidders are encouraged to familiarize themselves with the project site in order to assist them in planning, pricing and executing the project.**
- **All Bidders are required to be registered on CSD (Central Supplier Database) with National Treasury.**
- **Please Provide CSD Registration report with supplier number with your Bid.**

## Functionality Criteria

Variables	Total Points	Criteria	Description Of Criteria	Points
<u>Functionality Points</u>	100			
Experience on similar scale projects	35	Excellent	Points allocated for proven records of accomplishment based on the similar scale of previous projects executed by bidder.	35
		Very good		28
		Good		21
		Satisfactory		14
		Poor		7
		Not acceptable		0
Qualifications & competencies of key staff	20	Very Good	Points allocated for required competencies and qualifications of allocated personnel for the projects in consideration	20
		Good		15
		Satisfactory		10
		Poor		5
		Very poor		1
		Not submitted		0
Project Specific Programme schedule and cash flow	20	Very good	Points allocated for turn-around projects delivery period and detail project submission by bidder/bidder in consideration	20
		Good		18
		Satisfactory		14
		Poor		8
		Unacceptable		0
Client References	25	Excellent	Points allocated for previous client references and submission in relation to nature of work in Relevant Experience (Returnable schedule) of the Bid Document.	25
		Good		20
		Fair		15
		Poor		10
		Very poor		5

### Notes:

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

## Scoring Quality (Functionality)

A maximum equal to **100 bid evaluation points** will be awarded for Functionality. Only bidders who score 70% and above (i.e.70 points and above out of a total of 100 points) will be further evaluated in terms of the 80/20 price/preference points system.

Functionality will be scored using the following values:

Functionality area	Points
Previous Experience	35
Qualification and Competency	20
Project Schedule	20
Client References	25
<b>Total</b>	<b>100 points</b>

### Previous/Relevant Experience on Similar Construction Projects (35 points):

Points are allocated for relevant experience on similar construction projects completed in the past 10 years. Similarity refers to projects of similar kind, complexity and value in terms of the CIDB categorization. In support bidders are to complete the “Similar Project Experience” returnable schedule.

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

<b>Number of Similar Construction Projects completed in the last 10 years</b>	<b>Number of points</b>
5	35
4	28
3	21
2	14
1	7
0	0

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

<b>Value of work (5GB)</b>	<b>Rating</b>	<b>Points Allocation</b>
6m – 10m	Very Good	7
3m – 6m	Good	5
1m – 3m	Satisfactory	3
0m – 1m	Poor	1

**Qualifications and Key Personnel (20 points):**

Points are allocated for educational qualifications and professional registration of allocated key personnel for the project under consideration. For each key personnel allocated to the project, the bidders shall submit for following: Curriculum Vitae together with certified proof of qualifications and any professional registration within South Africa.

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

**Highest qualifications and Professional Registration (8 points)**

Category	Qualification		Professional Registration	
	Degree/BTech	Diploma	Yes	No
Contract Director/Manager	3	2	1	0
Site Agent/Manager	3	2	1	0
<b>Subtotal number of points</b>	<b>6</b>	<b>4</b>	<b>2</b>	<b>0</b>

**Competence of Key Personnel (Subtotal 12 Points)**

Category	Experience			
	Between 1- 4 years	Between 4-8years	Between 8-12years	Over 12 years
Contract Director/Manager	2	4	5	6
Site Agent/Manager	2	4	5	6
<b>Subtotal number of points</b>	<b>4</b>	<b>8</b>	<b>10</b>	<b>12</b>

## Project Schedule (20 points)

Points are awarded for project duration undertaking as per returnable activity schedule **B1.2**. This represents only key project deliverables and runs from the assumed start date indicated, for purposes of uniformity and ease of comparison.

The submitted Programme must be project specific.

Failure to populate returnable schedule **B1.2** in full will result in zero points awarded, alternatively a properly populated Gantt Chart will be acceptable (Construction Programme on MS Project or similar is also acceptable).

(NB: Bidders reminded that penalty clause is applicable in the event that bidders offer unrealistically short duration just to score higher points)

The shortest realistic project duration will receive 20 points, with comparative duration awarded points in line with the formula below:

$$\text{PrSc} = 20 \times (\text{Dm}/\text{D})$$

Where:

**PrSc = No. of points scored for project schedule**

**Dm = lowest acceptable comparative project duration in Days**

**D = Comparative project duration in days of Bid  
under consideration**



**EVALUATION SCHEDULE: SIMILAR PROJECT EXPERIENCE**

The Bidder shall provide details of his performance on each of the previous relevant projects. Bidders must provide/attach appointment letter and Completion certification in a form of **Practical** or **Final completion** certificate listed under the “**Similar Project Experience**” returnable schedule below.

Failure to complete the table below will result in no points allocated. **No “see attached” will be accepted**

<b>LIST THE <u>FIVE</u> SIMILAR PROJECTS EXPERIENCE COMPLETED BY YOUR FIRM IN THE LAST TEN (10) YEARS</b>			
<b>Name of Project Completed and Scope of work</b>	<b>Name of Project Manager &amp; Telephone no.</b>	<b>Name of Client &amp; Telephone no.</b>	<b>Value of Project</b>
Project 1:			
Project 2:			
Project 3:			
Project 4:			
Project 5:			

## Client References (25 points)

The Bidder shall provide details of his performance on each of the previous projects listed in the “Similar Relevant Experience” returnable schedule. Client References” scorecards will be completed by each of the respective Clients for the projects listed in the “Similar Relevant Experience” returnable schedule. Forms not signed, stamped and completed by the client will result in no allocation of points (zero points).

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

# EVALUATION SCHEDULE: CLIENT REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Similar Relevant Experience” returnable schedule. Client References” scorecards will be completed by each of the respective Clients for the projects listed in the “Similar Relevant Experience” returnable schedule. Forms not signed, stamped and completed by the client will result in no allocation of points (zero points).

The following are to be completed by the Client:

<b>PROJECT 1: Name &amp; Scope –</b>
--------------------------------------

**Client Department:** .....

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

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

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

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

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

.....

**Name of Client Representative:**.....

**Designation:** .....

**Telephone:** .....

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

**Date:** .....

Stamp
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## EVALUATION SCHEDULE: CLIENT REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Similar Relevant Experience” returnable schedule. Client References” scorecards will be completed by each of the respective Clients for the projects listed in the “Similar Relevant Experience” returnable schedule. Forms not signed, stamped and completed by the client will result in no allocation of points (zero points).

The following are to be completed by the Client:

**PROJECT 2: Name & Scope –**

**Client Department:** .....

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

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

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

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

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

**Name of Client Representative:** .....

**Designation:** .....

**Telephone:** .....

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

Stamp

## EVALUATION SCHEDULE: CLIENT REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Similar Relevant Experience” returnable schedule. Client References” scorecards will be completed by each of the respective Clients for the projects listed in the “Similar Relevant Experience” returnable schedule. Forms not signed, stamped and completed by the client will result in no allocation of points (zero points).

The following are to be completed by the Client:

**PROJECT 3: Name & Scope –**

**Client Department:** .....

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

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

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

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

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

**Name of Client Representative:** .....

**Designation:** .....

**Telephone:** .....

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

Stamp

## EVALUATION SCHEDULE: CLIENT REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Similar Relevant Experience” returnable schedule. Client References” scorecards will be completed by each of the respective Clients for the projects listed in the “Similar Relevant Experience” returnable schedule. Forms not signed, stamped and completed by the client will result in no allocation of points (zero points).

The following are to be completed by the Client:

**PROJECT 4: Name & Scope –**

**Client Department:** .....

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

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

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

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

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

**Name of Client Representative:** .....

**Designation:** .....

**Telephone:** .....

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

Stamp

## EVALUATION SCHEDULE: CLIENT REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Similar Relevant Experience” returnable schedule. Client References” scorecards will be completed by each of the respective Clients for the projects listed in the “Similar Relevant Experience” returnable schedule. Forms not signed, stamped and completed by the client will result in no allocation of points (zero points).

The following are to be completed by the Client

**PROJECT 5: Name & Scope –**

**Client Department:** .....

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

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

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

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

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

**Name of Client Representative:** .....

**Designation:** .....

**Telephone:** .....

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

Stamp

## Preferential procurement system (20 points)

80/20 preferential procurement system to be utilized as per PPPFA 2022. The project is below R50m.

Variables	Total Points	Criteria	Description Of Criteria	Points
Financial Offer / Price:				
Financial Offer/Price	80	Formula=2 Option 1, $A=(1-\{p-pm/pm\})$	Formula used to calculate financial offer/price points	
		$Pm$ =The comparative Price offer of the mean/average quantifying Bidder		
		$P$ =The comparative offer of the Bid under consideration		

The specific goals allocated points in terms of this Bid	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the Bider)
Women	6	
Youth	6	
People with Disabilities	4	
Black	4	
<b>TOTAL POINTS CLAIMED</b>	20	



## LIST OF RETURNABLE SCHEDULES

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

No	Non-Statutory (Non-Compulsory) Requirements	Non-Statutory (Non-Compulsory) Requirements Description
1	Checklist for Bid Submission	Checklist for Bid Submission
2	Details of Bid	Details of Bid
3	Certificate of Compliance with Bid Documentation	Certificate of Compliance with Bid Documentation
4	Letter of Intent to Provide Security / Guarantee	Letter of Intent to Provide Security/ Guarantee from accredited financial institution
5	Litigation History	Litigation History – bidder to disclose all the pending litigations against their company
6	CSD	Central Supplier Database Registration
7	Proposed Project Organogram	Proposed Project Organogram
8	Tax Clearance certificate	Submission of valid Tax compliance status form (PIN)

**Notes:**

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

**C**

Project Start Date	A		
--------------------	---	--	--

**B1.2 (a) Site preparation and fencing**

Item No.	Description of activity	Start Date	Finish Date	No. of Calendar days
		B	C	D
1				
2				
3				

**B1.2 (b) Construction of new school facility**

Item No.	Description	Start Date	Finish Date	No. of Calender days
		E	F	G
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				

**B1.2 (c) Finishing**

Item No.	Description of activity	Start Date	Finish Date	No. of Calendar days
		H	I	J
22	Commissioning of Services; water, sewer, electricity and HAND OVER			

**B1.2 (d) Summary: Project Duration**

Project Start Date	Project Finish / Hand Over Date (P)	Total Number of Calendar Days (I - A)
A	I	K

## Record of Addenda to Bid documents

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Identity  
number

Bidder

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

**CURRICULUM VITAE OF KEY PERSONNEL (COMPULSORY)**

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

**CV FOR CONTRACT OR PROJECT MANAGER**

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

**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 Bider)*

DATE:.....

**CV FOR SITE AGENT**

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

**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

**INDEPENDENT DEVELOPMENT TRUST**

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

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

**Construction of Gabajana Junior Secondary School at Gabajana Location, Flagstaff, Ngquza Hill Local Municipality.**

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

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

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

.....  
..... Rand (in words);

R ..... (in figures)

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

Signature ..... Date .....  
Name ..... Identity number .....  
Capacity .....

**for the tenderer**

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

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

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

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

The terms of the contract, are contained in:

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

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

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

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

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

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

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

Capacity .....

**for the Employer** INDEPENDENT DEVELOPMENT TRUST  
IDT Eastern Cape Office  
Palm Square Business Park, Silverwood House, Beacon Bay  
EAST LONDON  
5200

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

**Schedule of Deviations**

1 Subject .....  
    Details .....  
    .....  
    .....  
    .....  
.

2 Subject .....  
    Details .....  
    .....  
    .....  
    .....

3 Subject .....  
    Details .....  
    .....  
    .....

4 Subject .....  
    Details .....  
    .....  
    .....

5 Subject .....  
    Details .....  
    .....  
.

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

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



## INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (INDEPENDENT DEVELOPMENT TRUST (IDT))</b>			
BID NUMBER:	DOEEC/11/2023/2024	CLOSING DATE: 21 SEPTEMBER 2023	CLOSING TIME: 11:00
DESCRIPTION	Construction of Gabajana Junior Secondary School at Gabajana Location, Flagstaff, Ngquza Hill Local Municipality.		
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>			
Independent Development Trust			
Palm Square Business Centre, Silverwood House			
Bonza Bay Road, Beacon Bay			
East London			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON	Licky Mnisi	CONTACT PERSON	Ayanda Mali
TELEPHONE NUMBER	043 711 6000	TELEPHONE NUMBER	073 352 0352
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	<a href="mailto:LickyM@idt.org.za">LickyM@idt.org.za</a>	E-MAIL ADDRESS	<a href="mailto:adm-ut@lakqs.co.za">adm-ut@lakqs.co.za</a>
<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:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
<b>SBD 6.1 REQUIREMENT MUST BE COMPLIED TO CLAIM POINTS ON SPECIFIC GOALS</b>			
I. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	II. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [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		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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></p> <p>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.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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.”</p>

**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:  
.....

## 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 Bid 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:

\_\_\_\_\_

<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.

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

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

the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

..... Signature	..... Date
..... Position	..... Name of bidder

**<sup>3</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.**

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS	
<b>PRICE</b>	<b>90</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>10</b>	<b>20</b>
<b>TARGETED GROUP</b>		
Women	3	6
Youth	3	6
People with Disabilities	2	4
Black	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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>min</sub> = 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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)}
 \end{array}$$



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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	3	6		
Youth	3	6		
People with Disabilities	2	4		
Black	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:** .....

.....

## INDEPENDENT DEVELOPMENT TRUST

### C1.2 Contract Data for BID NO: DOEEC/11/2023/2024

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

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

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

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

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

##### Clause Additions, deletions and alterations

- 1.1 Replace the following definitions in **DEFINITIONS AND INTERPRETATIONS** with the following wording:  
**AGREEMENT** means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.  
**BILLS OF QUANTITIES** means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.  
**CONSTRUCTION PERIOD** means the period commencing on the date of site hand over and ending on the date of practical completion.  
**CONTRACT DOCUMENTS** means the Agreement and all documents referenced therein.  
**CONTRACT DRAWINGS** means the drawings listed in the Scope of Work.  
**CONTRACT SUM** means the total of prices in the Form of Offer and Acceptance.  
**SCHEDULE** means the variables listed in the Contract Data.  
**CORRUPT PRACTICE** means the offering, giving, receiving and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution  
**FRAUDULENT PRACTICE** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Bider, and includes collusive practice among bidders (prior to or after the Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Bider of the benefits of free and open competition.  
**INTEREST** means the interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).  
**SECURITY** means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss.
- 1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:  
Delete sub-clause 1.6.4
- 3.5 Delete sub-clause 3.5
- 3.6 Delete sub-clause 3.6.
- 3.7 Add to the end thereof:

The **contractor** shall supply and keep a copy of the **JBCC Series 2000 Principal Building Agreement and Preliminaries** applicable to this contract on the site, to which the **employer, principal agent and agents** shall have access at all times.

3.9 Delete sub-clause 3.9

3.10 Replace the second reference to “**principal agent**” with the word “**employer**”.

4.3 No clause

5.1.2 Under clause 41 – include reference 32.6.3; 34.3; 34.4 and 38.5.8 in terms of which the **employer** has retained its authority and has not given a mandate to the **principal agent** and in terms of which the **employer** shall sign all documents.

9 Clause 9.0 is amended by adding Clause 9.1.4:

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

10.5 Add the following as 10.5:

**Damage to the works**

(a) Without any way limiting the **contractor’s** obligations in terms of the contract, the **contractor** shall

bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary.

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

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

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

10.6 Add the following as 10.6:

**Injury to Persons or loss of or damage to Properties**

(a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries

to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable.

(b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss,

claim or proceeding consequent upon loss of or damage to any moveable, or 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, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable.

(c) The **contractor** shall upon receiving a **contract instruction** from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost therefore from the **contractor** or to deduct the same from amounts due to the **contractor**.

(d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.

(e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed.

(f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and / or repair such property and to execute the **works**.

10.7 Add the following as 10.7:

#### **HIGH RISK INSURANCE**

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

##### **10.7.1 Damage to the works**

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

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

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

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

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

movement, as mentioned above, which occurred during the period of construction.

- 10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the **commencement date** but before commencement of the **works** submit to the **employer** proof of such insurance policy, if requested to do so.
- 10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred subsequent upon the **contractor's** default of his obligations as set out in 10.7.1, 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered on indivisible whole.
- 15.1.4 Add 15.1.4 as follows:  
  
An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days** of date of acceptance of the Bid.
- 15.2.1 Under 41: Amend to read as follows:  
  
Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1
- 20.1.3 No clause.
- 21 Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:  
  
The **contractor** and **principal agent** shall appoint a **selected subcontractor** in accordance with the provisions of the Scope of Work.
- 29 Clause 29.0 is amended by: -  
  
i) The addition of the following clauses: -  
  
Clause 29.9  
"Revision to the date for **practical completion** shall only be considered when work on the critical path of the agreed programme for the works is delayed."  
  
ii) Clause 29.10 – Acceleration  
  
Clause 29.10.1  
Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or a revision of the date for **practical completion**, the **principal agent** shall nevertheless, at any time, be entitled to instruct the **contractor** in writing to accelerate the progress of the remaining **works** to ensure that the **works** are completed by the original date for **practical completion** or revised date as the case may be.  
Clause 29.10.2  
Upon receipt of such instruction, the **contractor** shall take all necessary steps to ensure that the **works** are completed timeously including the provision by him of additional resources, plant, manpower, etc. and the working overtime or additional overtime beyond that contemplated at the time of Bid (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.  
  
Clause 29.10.3  
The **contractor's** entitlement to compensation arising out of or in respect of any revision to the date for **practical completion** that may have been granted by the **principal agent** or alternatively where the **principal agent** has instructed the **contractor** to accelerate, shall be adjudicated strictly in terms of clause 32.
- 30.1 Replace reference to 36.3 at end of sentence with 36.0
- 31.12 Delete "Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due."



- 32.5.1 Add the following to the end of each of these clauses: "... due to no fault of the **contractor**."
- 32.5.4
- 32.5.7
- 32.12 Delete sub-clause
- 34.2 Add # next to 34.2
- 34.13 Replace "seven (7) **calendar days**" with "thirty-one (31) **calendar days**" and delete the words "subject to the **employer** giving the **contractor** a **tax** invoice for the amount due"
- 36.1 Add the following clauses 36.1.3 to 36.1.5 under 36.1 to read as follows:
- 36.1.3 The **contractor's** refusal or neglect to comply strictly with any of the conditions of contract.
- 36.1.4 The **contractor's** estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.
- 36.1.5 The **contractor**, in the judgment of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract.
- 36.3 Replace "**principal agent**" with "**employer**".
- 37.3.5 Replace "ninety (90)" with "one hundred and twenty (120)".
- 38.5.4
- 39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) **working days** of completion of such a report."
- 1.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 41.1.3 the definitions for  
(41.1.3) **CONSTRUCTION PERIOD** and **INTEREST**. Sub-clause 1.1 definitions will apply (see contract data)
- 10.1 Delete in the Substitute Provisions (41.0 State Clauses) clauses 10.1, 10.2 and 10.4 so that the  
10.2 provisions of sub-clauses 10.1, 10.2 and 10.4 of the non-**state** clauses will apply to the **state**.  
10.4  
(41.0)
- 11.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 11.1 so that the provisions of clause  
(41.0) 11.1 of the non-**state** clause will apply to the **state**.
- 12.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 12.1 so that the provisions of clause  
(41.0) 12.1 of the non-**state** clause will apply to the **state** and replace "**contractor**" in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with "The party responsible in terms of 12.1"
- 12.2 Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State  
(41.0) Clauses) to read "Where the **contractor** is responsible for insurances, the **contractor** shall ....."
- 31.11.1 Delete in the Substitute Provisions (41.0 State Clauses) sub-clauses 31.11.1 and 31.11.2 so that the  
31.11.2 provisions of sub-clause 31.11.1 of the non-**state** clause will apply to the **state**.  
(41.0)
- 36.7 Add in the Substitute Provisions (41.0 State Clauses) as clauses 36.7, 37.5 and 39.5, the following:  
37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the **employer**  
39.5 or the **contractor**, or for any reason whatsoever, the **contractor** shall on written instruction,  
(41.0) discontinue with the **works** on a stated date and withdraw himself from the **site**. The contractor shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.
- 40.2.1 Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and  
40.2.2 40.6 and replace with the following:  
40.3  
40.4 40.1 Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand  
40.5 and the contractors on the other arise out of this **agreement**, such dispute shall be referred to

40.6  
(41.0)

adjudication.

- 40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4.
- 40.3 If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.
- 40.4 If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

The additions to the JBCC Principal Agreement are:

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

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

		<p>(b) on an earlier date –</p> <p>(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or</p> <p>(ii) if agreed to between employer and worker; or</p> <p>(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.</p>
	9.6	A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
	<b>10</b>	<b>Family responsibility leave</b>
	10.1	Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
		<p>(a) when the employee's child is born;</p> <p>(b) when the employee's child is sick;</p> <p>(c) in the event of a death of –</p> <p>(i) the employee's spouse or life partner;</p> <p>(ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.</p>
	<b>11</b>	<b>Statement of Conditions</b>
	11.1	<p>An employer must give a worker a statement containing the following details at the start of employment –</p> <p>(a) the employer's name and address and the name of the SPWP;</p> <p>(b) the tasks or job that the worker is to perform; and</p> <p>(c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;</p> <p>(d) the worker's rate of pay and how this is to be calculated;</p> <p>(e) the training that the worker will receive during the SPWP.</p>
	11.2	An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
	11.3	An employer must supply each worker with a copy of these conditions of employment.
	<b>12</b>	<b>Keeping records</b>
	12.1	Every employer must keep a written record of at least the following –
		<p>(a) the worker's name and position;</p> <p>(b) in the case of a task-rated worker, the number of tasks completed by the worker;</p> <p>(c) in the case of a time-rated worker, the time worked by the worker;</p> <p>(d) payments made to each worker.</p>
	12.2	The employer must keep this record for a period of at least three years after the completion of the SPWP.
	<b>13</b>	<b>Payment</b>
	13.1	An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
	13.2	A worker may not be paid less than the minimum wage rate of R185.52 per day or per task. This will be adjusted annually on the 1 <sup>st</sup> of November in line with inflation (available CPI as provided by Stats SA six (6) weeks before implementation)
	13.3	A task-rated worker will only be paid for tasks that have been completed.
	13.4	An employer must pay a task-rated worker within five weeks of the work being completed

		and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
	13.5	A time-rated worker will be paid at the end of each month.
	13.6	Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
	13.7	Payment in cash or by cheque must take place –
		(a) at the workplace or at a place agreed to by the worker; (b) during the worker's working hours or within fifteen minutes of the start or finish of work; (c) in a sealed envelope which becomes the property of the worker.
	13.8	An employer must give a worker the following information in writing –
		(a) the period for which payment is made; (b) the numbers of tasks completed or hours worked; (c) the worker's earnings; (d) any money deducted from the payment; (e) the actual amount paid to the worker.
	13.9	If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
	13.10	If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.
	<b>14</b>	<b>Deductions</b>
	14.1	An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
	14.2	An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
	14.3	An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
	14.4	An employer may not require or allow a worker to –
		(a) repay any payment except an overpayment previously made by the employer by mistake; (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or (c) pay the employer or any other person for having been employed.
	<b>15</b>	<b>Health and Safety</b>
	15.1	Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
	15.2	A worker must –
		(a) work in a way that does not endanger his/her health and safety or that of any other person; (b) obey any health and safety instruction; (c) obey all health and safety rules of the SPWP; (d) use any personal protective equipment or clothing issued by the employer; (e) report any accident, near-miss incident or dangerous behavior by another person to their employer or manager.
	<b>16</b>	<b>Compensation for Injuries and Diseases</b>
	16.1	It is the responsibility of the employers (other than a contractor) to arrange for all persons

		employed to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
	16.2	A worker must report any work-related injury or occupational disease to their employer or manager.
	16.3	The employer must report the accident or disease to the Compensation Commissioner.
	16.4	An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.
	<b>17</b>	<b>Termination</b>
	17.1	The employer may terminate the employment of a worker for good cause after following a fair procedure.
	17.2	A worker will not receive severance pay on termination.
	17.3	A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
	17.4	A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
	17.5	A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
	<b>18</b>	<b>Certificate of Service</b>
	18.1	On termination of employment, a worker is entitled to a certificate stating-
		(a) the worker's full name; (b) the name and address of the employer; (c) (d) the work performed by the worker; (e) any training received by the worker as part of the SPWP; (f) the period for which the worker worked on the SPWP; (g) any other information agreed on by the employer and worker.
<b>A2</b>	<b>A2.0</b>	<b>Mandatory Sub-Contracting (Only for projects above R 30 Million)</b>
	<b>A2.1</b>	The Contractor must sub-contract 30% of the work to Domestic Sub-Contractors. The Sub-Contractors shall have a CIDB grading.
		The Contractor shall, directly after appointment and without delay, enter into domestic sub-contracts with the Domestic Sub-Contractors and forward a copy of these agreements to the Principal Agent. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.
		The Contractor will be responsible for all assistance and training required by the Sub-Contractor/s to complete the Project successfully. Irrespective of the mandatory sub-contracting requirement of this contract, the Contractor will at all times be the responsible party in accordance with the conditions of contract.
<b>A3</b>		
<b>A4</b>	<b>A4.0</b>	<b>Attendance to Domestic Sub-Contractors in terms of clauses A2 above</b>
	<b>A4.1</b>	The attendance of the Domestic Sub-Contractor appointed in terms of clauses A2 above shall be priced under the relevant specific preliminaries item in the Preliminaries Section of the Bills of Quantities.

A5	A5.0	
	A5.1	
A6	A6.0	<b>Expanded Public Works Programme</b>
	A6.1	The Contractor will be required to employ staff which satisfies the EPWP requirements as per the Guidelines for the implementation of labor-intensive infrastructure projects.



## Part 1: Contract Data Completed by the Employer

Clause	Item and data
1.2	<p>The Employer is THE INDEPENDENT DEVELOPMENT TRUST</p> <p>The address of the Employer is: Palm Square Business Park, Silverwood House, Beacon Bay, 5200</p> <p>Telephone: 043 -711 6000</p> <p>Facsimile:</p> <p>Address (physical): IDT East London, Palm Square Business Park, Silverwood House, Beacon Bay, 5200</p> <p>Address (Postal): Palm Square Business Park, Silverwood House, Beacon Bay, 5200</p>
5.1	<p>The Principal Agent is LAKHANYA QUANTITY SURVEYORS</p> <p>Telephone: 047 531 2310/ 073 352 0352</p> <p>Facsimile: N/A</p> <p>Address (physical):</p> <p>58 Wesley Street, Mthatha, 5099</p>
5.2	<p>Agent (1) is LAKHANYA QUANTITY SURVEYOR</p> <p>Agent's service: Quantity Surveying Services</p> <p>Telephone: 047 531 2310</p> <p>Facsimile: N/A</p> <p>Address (physical):</p> <p>58 Wesley Street</p> <p>Mthatha</p> <p>EASTERN CAPE</p> <p>5099</p>
5.3	<p>Agent (2) is BROAD BASED DESIGN</p> <p>Agent's service: ARCHITECS</p> <p>Telephone: 047 531 2310</p> <p>Facsimile:</p> <p>Address (physical):</p> <p>58 Wesley Street</p> <p>Mthatha</p> <p>5099</p>

5.4

Agent (3) is: VOKON AFRICA GROUP

Agent's service: ELECTRICAL ENGINEERING

Telephone: 047 531 1189

Facsimile: N/A

Address: ECDC Building, Sisson Street, Fort Gale, Mthatha, 5099

5.5

Agent (3) is: HSC CONSULTING

Agent's service:

Telephone: 043 741 0002

Facsimile: N/A

Address: 28 Grace Crescent, Beacon Bay, East London, 5241.

- 1.1 THE **SITE** IS LOCATED AT GABAJANA JUNIOR SECONDARY SCHOOL, FLAGSTAFF, INGQUZA HILL LOCAL MUNICIPALITY, EASTERN CAPE PROVINCE
- 1.1 The **Works** or installations to be undertaken by **direct contractors** comprises  
22.2
- Renovation to existing structures, Construction of two blocks of four classrooms, Grade R ablution block and associated external works at Gabajana Junior Secondary School, Flagstaff, Ngquza Hill Local Municipality.
- 41.0 The Employer is an organ of **State**  
31.11.2  
11.2
- The interest 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) will apply.
  - Lateral support insurance is to be effected by the **contractor**
  - Payment will be made for materials and goods
  - Extended **defects** liability period will apply to the following elements:  
NOT APPLICABLE
- 31.4.2  
26.1.2
- 15.2.1 Possession of the **site** is to be given on the date in the schedule providing the **employer** with **construction guarantees** in accordance with the provisions of 14.0.
- 15.3 The period for the commencement of the **works** after the **contractor** takes possession of the site is ten (10) **working days**.
- For the **works** as a whole:  
The date for **practical completion** is 9 months after contractual commencement date  
The **penalty** per **calendar day** is 0.025 per R100 of the contract value
- 1.2 The law applicable to the agreement shall be that of the Republic of South Africa.
- 10.1; 10.2 Contract insurance is to be effected by the **contractor**.  
and 12.1
- 10.1 Contract works insurance is to be effected by the **contractor** for a sum not less than the  
10.2 **contract sum plus 20%** with a deductible in an amount that the **contractor** deems appropriate.  
12.1
- 10.1 Supplementary insurance is required. Such insurance shall comprise a Coupon Policy for  
10.2 Special Risks issued by the South African Special Risk Insurance Association.  
12.1
- 11.1, 12.1 Public liability insurance to be effected by the **contractor** for an amount of **R10, 000,000.00**  
**with** a deductible in an amount as determined by the contractor's insurance company.
- 11.2, 12.1 Support insurance to be effected by the **contractor** for the sum of **NOT APPLICABLE** with a deductible in an amount that the **contractor** deems appropriate.
- 3.3, 15.1.3, A waiver of the **contractor's** lien or right of continuing possession is not required.  
31.16.2
- 3.7 Three copies of the construction documents are to be supplied to the **contractor** free of charge.
- 3.4 JBCC Engineering General Conditions are not to be included in the contract document.
- 31.5.3 The contract value is to be adjusted using CPAP indices. The base month for the application of CPAP is the month of the closing of the Bid and the following alternative indices are applicable:
- 31.3 There is no latest day of the month for the issue of an interim payment certificate.
- 14.5 The employer will not provide advanced payments against an advanced payment guarantee.
- 14.2 and The **construction guarantee** is to be a fixed guarantee in an amount of 10% of the contract  
14.4 sum and payment reduction

40.0 Dispute resolution shall be by adjudication  
or  
~~Dispute determinations shall be by arbitration~~

**Part 2: Contract Data completed by the Contractor**

**Clause Item and data**

1.2 The name of the Contractor is. ....  
The address of the contractor is:  
Telephone: .....  
Facsimile: .....  
Address (physical): .....  
.....  
.....  
Address (postal): .....  
.....  
.....

**INDEPENDENT DEVELOPMENT TRUST**

**C1.3 Construction Guarantee**

**GUARANTOR DETAILS AND DEFINITIONS**

Guarantor means .....

Physical address .....  
.....

Guarantor's signatory 1 ..... Capacity .....

Guarantor's signatory 1 ..... Capacity .....

Employer means **The Independent Development Trust**

Contractor means .....

Agent means **LAKHANYA QUANTITY SURVEYORS**

Works means **Bid No: DOEEC/11/2023/2024– Construction of Gabajana Junior Secondary School at Gabajana Location, Flagstaff, Ngquza Hill Local Municipality.**

Site means **The designated site to be shown to the contractor is at GABAJANA JUNIOR SECONDARY SCHOOL, FLAGSTAFF, NGQUZA HILL LOCAL MUNICIPALITY, EASTERN CAPE PROVINCE**

Agreement means **the JBCC Series 2000 Principal Agreement Edition 4.1 Code 2101 March 2005**

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 .....

(Rand)

Guaranteed Sum means the maximum aggregate amount of R .....

Amount in words .....

(Rand)

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

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: ..... ..... (Rands) (R ..... )	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.

- 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 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

Guarantor's

Signatory 1 .....

Signatory 2 .....

Identity number .....

Identity number .....

Witness 1 .....

Witness 2 .....

Guarantor's seal or stamp

**INDEPENDENT DEVELOPMENT TRUST**

**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)  
(the Parties) and  
..... (name)  
of .....  
..... (address)  
(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 authorized 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 authorized 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: \_\_\_\_\_

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

Witness: \_\_\_\_\_

Name \_\_\_\_\_

Address: \_\_\_\_\_

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

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (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 31 days after receipt of invoice,

\* Delete as necessary

## INDEPENDENT DEVELOPMENT TRUST

### 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 (Sixth Edition (Revised)), 1999. Where applicable the:
  - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
  - b) Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
  - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, and March 2005. 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 Preliminary and general requirements are based on the various parts of the JBCC Series 2000 Preliminaries as prepared by the Joint Building Contracts Committee, Edition 4.1, and March 2005. The additions, deletions and alterations to the various parts of the JBCC Series 2000 Preliminaries as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for Bids. (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 kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.
- 7 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 8 The rates contained in the Bills of Quantities will apply irrespective of the final quantities of the

different classes and kinds of work actually executed.

- 9 Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.
- 10 An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- 11 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
- 12 The Contract Data and the standard form of contract referenced therein must be studied for the 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 The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.
- 15 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.
- 16 The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
  - a) an amount which is not to be varied, namely Fixed (F)
  - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
  - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 17 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
  - a) 10 percent is Fixed;
  - b) 15 percent if Value Related
  - c) 75 percent is Time Related.
- 18 The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 19 All work is to be constructed using labor-intensive methods. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a variation order to the

contract

- 20 Payment for items, which are designated to be constructed under labour-intensively, will not be made unless they are constructed using labor-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- 21 The Bidder is to acquaint himself as to the specific requirements of this Bid as contained in additional clauses A1 to A6 to the JBCC Principal Agreement as incorporated in the Contract Data. These clauses may be priced under the relevant Preliminaries items in SECTION C: SPECIFIC PRELIMINARIES of the Preliminaries Bill. No claim will be entertained due to the failure of the Bidder to allow for these requirements

# INDEPENDENT DEVELOPMENT TRUST

## C2.2 Bills of Quantities

# INDEPENDENT DEVELOPMENT TRUST

## C3 Scope of Work

### 1 DESCRIPTION OF THE WORKS

#### 1.1 Employer's objectives

The employer's objective is to provide:

Construction of Gabajana Junior Secondary School at Gabajana Location, Flagstaff, Ngquza Hill Local Municipality.

#### 1.2 Overview of the works

Renovation to existing structures, Construction of two blocks of four classrooms, Grade R ablution block and associated external works at Gabajana Junior Secondary School, Flagstaff, Ngquza Hill Local Municipality.

#### 1.3 Location of the works

The designated site to be shown to the contractor is at GABAJANA JUNIOR SECONDARY SCHOOL, FLAGSTAFF, NGQUZA HILL LOCAL MUNICIPALITY, EASTERN CAPE

#### Temporary works

To be communicated to the winning bidder before construction commences

### 2 DRAWINGS

The drawings used for setting up the Bills of Quantities are attached.

- **Architectural drawings**
- **Civil & Structural Engineers Drawings**

Three (3) sets to be provided to the successful Bidder at site hand over

### 3 PROCUREMENT

#### 3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

##### 3.1.1 Requirements for the sourcing and engagement of labour.

3.1.1.1 Labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

3.1.1.2 The rate of pay set for this project is as follows:

Description	Daily wage for 8-hour work day (Minimum)	Important Note to Bidders
Unskilled labour	R 185-52	<b>NB:</b> Bidders are to check and verify rates used in the area during compulsory briefing or before submitting bid document.
Semi-skilled labour	R 231-20	
Skilled labour	R 251-76	
Supervisor	R 307-84	

- 3.1.1.3 Tasks established by the contractor must be such that:
- the average worker completes 5 tasks per week in 40 hours or less; and
  - the weakest worker completes 5 tasks per week in 55 hours or less.
- 3.1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 3.1.1.3.
- 3.1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
- where the head of the household has less than a primary school education.
  - that have less than one full-time person earning an income.
  - where subsistence agriculture is the source of income.
  - those who are not in receipt of any social security pension income
- 3.1.1.6 The Contractor shall endeavor to ensure that the expenditure on the employment of temporary workers is in the following proportions:
- 25 % women.
  - 50% youth who are between the ages of 18 and 25; and
  - 2% on persons with disabilities.
- 3.1.2 Specific provisions pertaining to SANS 1914-5**
- 3.1.2.1 Definitions**
- 3.1.2.1.1 Targeted labour: Unemployed persons who are employed as local labour on the project.
- 3.1.2.2 Contract Participation Goal**
- 3.1.2.2.1 The minimum Contract Participation Goal applicable to the Contract is 30%.
- 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. The Person / days will be calculated in accordance with Addendum F: Contract Person / Days Calculation Format.
- 3.1.2.3 Terms and conditions for the engagement of targeted labour**
- 3.1.2.3.1 Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts to be signed between the Contractor and workers will be in accordance with the pro-forma contract, attached as Addendum D.
- 3.1.2.3.2 Further to the provisions of clause 5.2 of SANS 1914-5, the Contractor will use the pro-forma attendance register, attached as Addendum E, to record the required information as per said clause.
- 3.1.2.4 Variations to the SANS 1914-5**

None

### **3.1.2.5 Training of targeted labour**

3.1.2.5.1 The Employer will appoint a service provider that will provide training to the workers. The Contractor need not to provide for payment of said service provider.

3.1.2.5.2 Workers will receive 2 days training per every 22 working days for the duration of the Contract.

3.1.2.5.3 An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend training, in terms of 3.1.2.5.

3.1.2.5.4 Records pertaining to the attendance, progress and performance of trainees will be kept by the Contractor and made available to the Employer monthly. These records shall be attached to the monthly progress payment certificates to the Employer.

3.1.2.5.5 The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.

## **3.2 Subcontracting**

### **3.2.1 Scope of mandatory subcontract work**

As per the mandatory sub-contracting clause, the Contractor must not sub-contract more than 30% of work to Domestic Sub-contractors.

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

The Contractor to take note of item 3.2.2 below

### **3.2.2 Preferred subcontractors / suppliers**

### **3.2.3 Subcontracting procedures**

See items 3.2.1 and 3.2.2 as well as Bid data

### **3.2.4 Attendance on subcontractors**

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

## **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 occurs.

### **4.2 Unauthorized persons**

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

### **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 during site meetings, which will be used by the consultant to update the client.

#### **4.5 Payment certificates**

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

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

#### **4.6 Addenda**

- 4.6.1 Occupational Health and Safety Regulations (*ADDENDUM A*)
- 4.6.2 Standard Occupational Health and Safety Specification (*ADDENDUM B*)
- 4.6.3 Environmental Management Plan (*ADDENDUM C*) (will be made available to the successful bidder)
- 4.6.4 Pro-forma contract between Contractor and Worker (*ADDENDUM D*)
- 4.6.5 Pro-forma Attendance Register (*ADDENDUM E*)
- 4.6.6 Contract Person / Days Calculation Format (*ADDENDUM F*)
- 4.6.7 Contractor monthly report format (see 4.4 above) also available in electronic format (*ADDENDUM G*)
- 4.6.8 Guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (*ADDENDUM H*) (available on the following *website [www.epwp.gov.za](http://www.epwp.gov.za)*)
- 4.6.9 Drawings (*ADDENDUM I*)
- 4.6.10 IDT Addendum to the JBCC (*ADDENDUM J*)

# INDEPENDENT DEVELOPMENT TRUST

## C4 Site Information

SEE ATTACHED SITE MAP

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# ADDENDUM A

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## Occupational Health and Safety Regulations

GOVERNMENT NOTICE  
DEPARTMENT OF LABOUR

No. R. ....

7 February 2014

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**

### ***CONSTRUCTION REGULATIONS, 2014***

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

ADDENDUM A

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

NOTIFICATION OF CONSTRUCTION WORK

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

\_\_\_\_\_

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

\_\_\_\_\_

2. Principal contractor's compensation registration number: \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_

8. Nature of the construction work:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. Expected commencement date: \_\_\_\_\_

10. Expected completion date: \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

13. Name(s) of contractors already chosen.

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

=====

\_\_\_\_\_  
Principal Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.
- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

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# ADDENDUM B

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## Occupational Health and Safety Specification

### INDEPENDENT DEVELOPMENT TRUST

(Hereinafter referred to as the Employer)

### OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

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

IDT East London Office  
Palm Square Business Park  
Silverwood House, Bonza Bay Road  
BEACON BAY, EAST LONDON  
5200

Contact:

Name: Ms. Licky Mnisi

Telephone: (043) 711 - 6000

**ADDENDUM "A"**

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

**PRO-FORMA AGREEMENT IN TERMS OF**

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

**NEW CONSTRUCTION SAFETY REGULATIONS**

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

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

- (a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer's Health and Safety Specifications included in the contract documents.
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer's Health and Safety Specifications included in the contract documents will be complied with in all respects.
- (c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- (d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.
- (e) The Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract.
- (f) Forward "safety meeting" minutes to the representative/Agent.

For the Employer: \_\_\_\_\_

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

Witnesses: 1) : \_\_\_\_\_

2) : \_\_\_\_\_

For the Contractor: \_\_\_\_\_

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

Witnesses: 1) : \_\_\_\_\_

2) : \_\_\_\_\_



**ADDENDUM “B”**

**NOTIFICATION OF CONSTRUCTION WORK**

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

**1. CONTRACTOR**

1.1 Name and postal address of Contractor:

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

---

1.3 Contractor's compensation registration number:

---

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

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1.5 Physical address of the construction site or site office:

---

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1.5 Estimated number of persons on the construction site:

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

---

**2. EMPLOYER**

2.1 Name and postal address of Employer :

---

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

---

### 3. DESIGN CONSULTANTS

#### 3.1 Name and postal address of design consultants:

##### 3.1.1 Construction project managers/ Principal Agents:

**LAKHANYA QUANTITY SURVEYORS**  
**58 WESLEY ROAD**  
**MTHATHA**  
**EASTERN CAPE**  
**5099**  
**Contact: 047 531 2310**

##### 3.1.2 Architects:

**BROAD BASED DESIGN**  
**58 WESLEY STREET**  
**MTHATHA**  
**5099**  
**Contact: 047 53102310**

##### 3.1.3 Quantity Surveyor:

**Agent's name: LAKHANYA QUANTITY SURVEYORS**  
**Telephone: 047 531 2310**  
**Facsimile:**  
**Address (physical): 58 WESLEY ROAD, MTHATHA, 5099**

##### 3.1.4 Structural/Civil engineer:

**Agent's name: HSC CONSULTING**  
**Telephone: 047 531 0884**  
**Facsimile: 047 531 0885**  
**Address (physical): 77 WESLEY ROAD, MTHATHA, 5099**

##### 3.1.4 Electrical engineer:

**Agent (3) is: VOKON AFRIKA CONSULTING**  
**Agent's service: ELECTRICAL ENGINEERING**  
**Telephone: 047 531 1189**  
**Facsimile:**  
**Address: ECDC BUILDING, SISSON STREET, FORT GALE,**  
**MTHATHA, 5099**

3.1.5 Civil engineer:  
**Agent's name:**  
**Telephone:**  
**Facsimile:**  
**Address (physical):**

3.1.6 Security engineer:

\_\_\_\_\_  
\_\_\_\_\_

3.1.7 Other (if any):

\_\_\_\_\_

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

3.2.1 Construction project managers/ Principal Agent:

**AS PER ABOVE 3.1**

3.2.2 Architects:

**AS PER ABOVE 3.1**

3.2.3 Quantity Surveyor:

**AS PER ABOVE 3.1**

3.2.4 Structural engineer:

**AS PER ABOVE 3.1**

3.2.5 Electrical engineer:

**AS PER ABOVE 3.1**

3.2.6 Mechanical engineer:

**AS PER ABOVE 3.1**

3.2.7 Civil engineer:

**AS PER ABOVE 3.1**

3.2.8 Security engineer:

\_\_\_\_\_

3.2.9 Other (if any)

\_\_\_\_\_

**4. THE WORKS**

Nature of the works:

Renovation to existing structures, Construction of two blocks of four classrooms, Grade R ablution block and associated external works at Gabajana Junior Secondary School, Flagstaff, Ingquza Hill Local Municipality.

Commencement date: \_\_\_\_\_

Completion date: \_\_\_\_\_

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

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

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

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

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# **ADDENDUM C**

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## **Environmental Management Plan**

TO BE PROVIDED BY THE SUCCESSFUL BIDDER

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# **ADDENDUM D**

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## **Drawings**

**See attached**

*Addendum E*

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# **ADDENDUM E**

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