



## INDEPENDENT DEVELOPMENT TRUST

REF NO: IDT/LP/CON-PANEL 2023/24

**THE APPOINTMENT OF CIDB GRADE 4GB UP TO 9GB CONTRACTORS FOR THE CONSTRUCTION OF NEW FACILITIES, UPGRADE AND THE REFURBISHMENT OF BUILDINGS AND FACILITIES ONBEHALF OF THE IDT VARIOUS CLIENT DEPARTMENTS ON AN AS AND WHEN REQUIRED BASIS FROM THE DATE OF AWARD FOR 36 MONTHS.**

**Issued by:**

Independent Development Trust — LIMPOPO  
23 Hans van Rensburg Street  
Polokwane  
0700

**Bid Enquiries**

Email address;

[IDTcontractorsPanel@idt.org.za](mailto:IDTcontractorsPanel@idt.org.za)

Tel Number:

015 295 0000

BIDDER NAME	
CSD NO	
CIBD GRADING	
CRS NO	
EMAIL ADDRESS	

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## DEX

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## PART T: THE BID

### Part T1: Bidding Procedures

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

THE INDEPENDENT DEVELOPMENT TRUST BIDDERS FOR THE PROVISION OF: **THE APPOINTMENT OF CIDB GRADE 4GB UP TO 9GB CONTRACTORS FOR THE CONSTRUCTION OF NEW FACILITIES, UPGRADE AND THE REFURBISHMENT OF BUILDINGS AND FACILITIES ON BEHALF OF THE IDT VARIOUS CLIENT DEPARTMENTS ON AN AS AND WHEN REQUIRED BASIS FROM THE DATE OF AWARD FOR 36 MONTHS.**

Any queries regarding the Bid document or any related matter prior to submission of Bids must be directed to:

<b>IDT Representative (Technical Queries Only)</b>	Email address;  <a href="mailto:IDTcontractorsPanel@idt.org.za">IDTcontractorsPanel@idt.org.za</a>  Tel Number: 015 295 0000
<b>IDT SCM Representative</b>	Email address:  <a href="mailto:IDTcontractorsPanel@idt.org.za">IDTcontractorsPanel@idt.org.za</a>  Tel Number; 015 295 0000

The closing time and date for the receipt of Bids is **12:00pm on 17 January 2024**

The Bids will **NOT** be opened to the public. Requirements for sealing, addressing, delivery, opening and assessment of Bids are stated in the Bid Data.

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## PART T: THE BID

### Part T1: Bidding Procedures

#### T1.2 Bid Data

The conditions of Bid are the Standard Conditions of Bid as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts – August 2019. (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Bid make several references to the Bid Data for details that apply specifically to this Bid. 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.

Clause number	Bid Data
C.1.1.1	The Employer is: Independent Development Trust (IDT): Independent Development Trust — LIMPOPO 22 Hans van Rensburg Street Polokwane 0700
C.1.2	<p>The Bid Documents issued by the Employer comprise the following documents:</p> <p><b>PART T: THE BID</b> <b>Part T1: Bidding procedures</b> T1.1 - Bid notice and invitation to Bid T1.2 - Bid data.</p> <p><b>Part T2: Returnable documents</b> T2.1 - List of returnable documents T2.2 - Returnable documents/schedules</p> <p><b>PART C: THE CONTRACT</b> <b>1: Agreements and Contract data</b> C1.1 - Form of offer and acceptance C1.2 - Contract data <b>C1.3</b> CIDB build program.</p> <p><b>Part C3: Scope of Works</b> C3.1 - Description of the works</p>

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Clause number	Bid Data
C.1.4	Employers Project Managers Lucas Seloga <a href="mailto:LucasS@idt.org.za">LucasS@idt.org.za</a>  Thamsanqa Vilakazi <a href="mailto:ThamsanqaT@idt.org.za">ThamsanqaT@idt.org.za</a>
C.2.1	Only those Bidders who satisfy the following eligibility criteria are eligible to submit Bids. Only those Bidders who score the minimum score in respect of the quality criteria stated in C.3.11. of this Bid Data shall be considered responsive and have their Bids evaluated further.
C.2.6	Failure to apply instructions contained in addenda may render a Bidder's offer non-responsive in terms of clause C.3.8.
C.2.7	There will be no compulsory briefing session
C.2.8	Request clarifications at least 7 working days before the closing time.
C.2.13.6	A single-envelope procedure will be followed as described in clause C.2.13.7.
C.2.13.7	Bidders shall note the specific requirements for packaging of their Bid documents and include only the following:  This is a single envelope Bid process. Service Providers are to submit one (1) pack of original proposals, marked "ORIGINAL" in an envelope, and an electronic copy (USB).
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.

Clause number	Bid Data
C.2.15.1	<p>The Employer's address for delivery of Bid offers and identification details to be shown on each Bid offer package are:</p> <p><b>Location of Bid box:</b> IDT Reception</p> <p><b>Physical address:</b> Independent Development Trust — LIMPOPO 23 Hans van Rensburg Street Polokwane 0700</p> <p><b>Identification details:</b> IDT/LP/CON-PANEL 2023/24</p> <p><b>Title of bid:</b> THE APPOINTMENT OF CIDB GRADE 4GB UP TO 9GB CONTRACTORS FOR THE CONSTRUCTION OF NEW FACILITIES, UPGRADE AND THE REFURBISHMENT OF BUILDINGS AND FACILITIES ONBEHALF OF THE IDT VARIOUS CLIENT DEPARTMENTS ON AN AS AND WHEN REQUIRED BASIS FROM THE DATE OF AWARD FOR 36 MONTHS.</p>
C.2.15.2	The closing time for submission of Bid offers is as stated in the Bid Notice and Invitation to Bid.
C.2.16.1	The Bid offer validity period is 90 days.
C.2.18	The Bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labor-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.22	Bid Documents will <b>not be returned</b> to bidders
C.2.23	<p>The Bidder is required to submit with his Bid following <b>(failure to provide below documentation will result in the Bid being rejected)</b>:</p> <ol style="list-style-type: none"> <li>1) Central Suppliers Database (CSD) registration number.</li> <li>2) A printed copy of the Active Contractor's Listing off the CIDB website (www.cidb.org.za)</li> <li>3) COIDA/FEM/RMA.</li> </ol>
C.3.1.1	The Employer shall respond to clarifications received up to 7 working days before the Bid closing time.
C.3.2	The Employer shall issue addenda until 5 working days before the Bid closing time.
C.3.4.1	The Bids will not be opened in public.
C.3.5.1	The single-envelope system will be followed for this Bid. (Bid Document and USB- includes submission copy)
C.3.7	In the event of disqualification, the Employer may, at his sole discretion, impose a specified period during which Bid offers will not be accepted from the offending Bidder and report same to the CIDB and National Treasury.
C.3.11.1	The procedure for the evaluation of responsive Bids is stated in <b>Annexure A</b> .

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Clause number	Bid Data
C.3.13	<p>In addition to the requirements of the Condition of Bid, offers will only be accepted if:</p> <ul style="list-style-type: none"><li>a) The Bidder submits <b>a copy of the CSD or registration number</b>.</li><li>b) The Bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</li><li>c) the Bidder has not: abused the Employer's Supply Chain Management System; or Failed to perform on any previous contract and has been given a written notice to this effect.</li><li>d) The Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder's ability to perform the contract in the best interests of the employer or potentially compromise the Bid process and persons in the employ of the state are permitted to submit Bids or participate in the contract.</li><li>e) the Bidder is registered and in good standing with the compensation fund (COIDA/FEM/RMA)</li><li>f) the employer is reasonably satisfied that the Bidder has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li></ul>

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#### **EXPRESSION VALUE RANGE (TABLE 8 OF THE CIDB REGULATIONS)**

A registered contractor's grading designation (indicated in the first column, below), means that the contractor is considered capable of undertaking a contract in the range of expression values indicated below in the contractor's registered class of construction works.

	RANGE OF EXPRESSION VALUES		INDICATE CIDB REGISTRATION NUMBER
CONTRACTOR GRADING DESIGNATION	GREATER THAN	LESS THAN OR EQUAL TO	
4GB	R3 000 000	R6 000 000	
5GB	R6 000 000	R10 000 000	
6GB	R10 000 000	R20 000 000	
7GB	R20 000 000	R60 000 000	
8GB	R60 000 000	R200 000 000	
9GB	R200 000 000	No Limit	

#### **C3.6.1 REQUEST FOR PROPOSAL**

- (a). Request for proposals will be issued on an as-and-when required basis.
- (b) Request for proposals will follow through the two stage evaluation approach which is the administrative compliance including financial and specific goals.
- (c) The RFQs will be issued per individual project or work package (program).
- (d) IDT also reserves the right to go to the open market should there not be sufficient service providers in a certain CIDB grading category.



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## Annexure A

This annexure contains all the criteria that the Employer shall use to evaluate Bids. In accordance with clause C.3.11 of the Standard conditions of Bid. No other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Part T2.2 – Returnable schedules.

Bids shall be evaluated in two stages as follows.

- Phase 1 – Evaluation Administrative compliance
- Phase 2 – Evaluation of Functionality

### Phase 1: Eligibility of Bidders.

Phase one (1) entails the process of ensuring compliance of the bidders. Bidders shall submit all mandatory returnable documents to qualify for stage two (2) of the evaluation processes. Failure to submit any of the compulsory returnable documents will lead to disqualification.

Table 1: List of Mandatory returnable Documents

NO	DESCRIPTION
1	Authority to Sign this Bid for companies that has more than one director
2	Fully completed and signed <ul style="list-style-type: none"><li>○ SBD1: Invitation to bid.</li><li>○ SBD4: Bidder's disclosure</li><li>○ SBD 6.1 Specific Goals</li></ul>
2	Confirmation of addendum (if applicable)
3	JV/Consortium - If Applicable <ul style="list-style-type: none"><li>○ JV Agreement must be signed by all parties.</li><li>○ Consolidated CIDB Grading</li><li>○ COIDA/FEM/RMA for all parties</li><li>○ CSD registration for all parties</li></ul>
4.	Valid CIDB proof of registration certificate for GRADE 4GB TO 9GB

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## MANDATORY REQUIREMENTS

<b>1</b>	Bidders must be registered on central supplier database (MMMA number to be used to verify registration).
<b>2</b>	Valid CIBD proof of registration certificates for Grade 4 GB to Grade 9GB (No PE's will be considered.
<b>3</b>	Valid COIDA/FEM/RMA registration.

The Bidders who complied with the eligibility and administrative criteria in stage 1 are considered for further evaluation on their capability to execute the project.

In this stage Bids will be evaluated on functionality according to the criteria listed below. Bidders who fail to score a minimum of 70 points out of a possible 100 points on functionality criteria will not be eligible to be registered on the panel.

**Table 2: List of Non-Mandatory Returnable Documents**

<b>Description of Non- Mandatory Returnable Document</b>
1. Original certified copies of their IDs and CIPC document (Not older than 6 Months from the tender closing date
2. Subcontracting plan and methodology (this is to establish if the bidder has a plan on how to deal with community business dynamics and unrest to ensure that the project is not delayed unnecessarily)
5. Original certified copies of their IDs and CIPC Documents (Older than months from the tender closing time)
6. COIDA/FEM/RMA certificate
7. Confirmation of addenda to bid document (if applicable)
8. Valid CIBD proof of registration certificate for GRADE 4GB TO 9GB

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## Phase 2: Evaluation on Functionality/Technical Requirement

Stage two (2) entails the process of evaluation of functionality/technical requirements. Only bidders who meet the threshold of 70% and above of the total functionality/quality points will be eligible to be in the panel.

Table two (2) below, specifies in detail the functionality/technical criteria to be considered under the evaluation.

### Functionality Criteria

Functionality Criteria		Points Allocation
A1	Experience the company on projects not older than 10 years	25
A2	Qualifications, Skills, and Experience of the key assigned personnel in Built Environment	30
B1	Financial Capabilities	10
B2	Client References	15
B3	Plant and Resources	20
TOTAL POINTS		100

## A EVALUATION SCHEDULE: COMPANY EXPERIENCE (25 points)

### A.1 Relevant Experience on Construction Projects (25 points)

- A schedule of completed contracts in built environment in relation to general building works. The following details must be included in the schedule and to score points we need Appointment letters; site handover certificates and practical completion certificates, Final Completion certificate: -

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NB: Should the bidder not submit any of the required documents on a specific project, that specific project will not be considered.

- Full description of the project
- Name of Employer / client and their representative contact details
- Cost of the works
- Date of practical completion
- Duration of the project: start date and completion date.
- Only general building projects will be considered

A1- Evaluation sub-criteria: Firm's Experience on Similar Projects (25 points)		
Sub Criteria	Category	Points Awarded
Bidder has executed and completed 5 projects or more in the past 10 years and supported by contactable references	Very Good	25
Bidder has executed and completed at least 4 projects in the past 10 years and supported by contactable references	Good	20
Bidder has executed and completed at least 3 projects in the past 10 years and supported by contactable references	Satisfactory	15
Bidder has executed and completed at least 2 projects in the past 10 years and supported by contactable references	Fair	10
Bidder has executed and completed 1 project in the past 10 years and supported by contactable references	Poor	5
Not submission	Not submitted	

## **A.2 Qualifications, skills and experience of the key personnel assigned= (30 POINTS)**

:

**Provide information on the individuals with qualifications, skills and experience of key resources:**

- **Relevant Qualifications** (bidders are to include copies of the relevant qualifications of key individuals)
  - **Number of years of relevant experience in the industry and in the proposed role**
  - **Detailed CVs for each member of the team noting their specific relevant project experience, project description, role and responsibility and project value.**
  - **SAQA verification certificate must be attached for international qualifications. No points will be allocated for international qualifications if the SAQA verification certificates are not attached.**
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**TABLE 1 Qualifications of proposed key personnel (15 POINTS)**

<b>Name of Proposed Key Personnel</b>	<b>Qualification within the Built construction environment profession (15 points)</b>				
	<b>Not submitted</b>	<b>Certificate</b>	<b>National Diploma (NQF 1--6)</b>	<b>Bachelor of Degree (NQF 1--7)</b>	<b>Professional registered</b>
1. Contracts Manager		2	3	4	5
2. Site Agent		1	2	3	4
3. Foreman		1	2	2.5	3
4. OHS officer		1	2	2.5	3
Subtotal points		5	9	12	15

**Table 2 Evaluation sub-criteria: Experience of proposed key personnel (15 points)**

<b>Name of Proposed Key Personnel</b>	<b>Experience of proposed key personnel (15 points)</b>		
	<b>Between 1 - 4 Years</b>	<b>Between 5 - 6 Years</b>	<b>7 years and above</b>
1. Contracts Manager	2	3	5
2. Site Agent	1	2	4
3. Foreman	1	2	3
4. OHS Officer	1	2	3
Subtotal points	5	9	15

## B.1 Financial Capabilities (10 Points)

<p>1. Signed Financial Statements prepared by Qualified and Accredited Accountant or a registered Chartered accountant indicating annual turnover of R2 000 000 or more as per CIDB requirements in respect of the contractor grading.</p> <ul style="list-style-type: none"><li>• 4GB=10 points</li><li>• No financial statement attached = 0 points</li><li>• Unsigned Financial Statements not prepared by qualified Accredited Account = 0 points</li></ul>
<p>2. Signed Financial Statements prepared by Qualified and Accredited Accountant or a registered Chartered accountant indicating annual turnover of R3 250 000 or more as per CIDB requirements in respect of the contractor grading.</p> <ul style="list-style-type: none"><li>• 5GB=10 points</li><li>• No financial statement attached = 0 points</li><li>• Unsigned Financial Statements not prepared by qualified Accredited Account = 0 points</li></ul>
<p>3. Signed Financial Statements prepared by Qualified and Accredited Accountant or a registered chartered accountant indicating annual turnover of R6 500 000 as per CIDB requirements in respect of the contractor grading.</p> <ul style="list-style-type: none"><li>• 6GB= 10 points</li><li>• No financial statements attached = 0 points</li><li>• Unsigned Financial Statements not prepared by qualified Accredited Account = 0 points</li></ul>
<p>4. Signed Financial Statements prepared by Qualified and Accredited Accountant or a registered chartered accountant indicating annual turnover of R6 500 000 as per CIDB requirements in respect of the contractor grading.</p> <ul style="list-style-type: none"><li>• 6GB= 10 points</li><li>• No financial statements attached = 0 points</li><li>• Unsigned Financial Statements not prepared by qualified Accredited Account = 0 points</li></ul>
<p>5. Signed Financial Statements prepared by Qualified and Accredited Accountant or a registered chartered accountant indicating annual turnover of R20 000 000 as per CIDB requirements in respect of the contractor grading.</p> <ul style="list-style-type: none"><li>• 7GB= 10 points</li><li>• No financial statements attached = 0 points</li><li>• Unsigned Financial Statements not prepared by qualified Accredited Account = 0 points</li></ul>
<p>6. Signed Financial Statements prepared by Qualified and Accredited Accountant or a registered chartered accountant indicating annual turnover of R65 000 000 as per CIDB requirements in respect of the contractor grading.</p> <ul style="list-style-type: none"><li>• 8GB= 10 points</li><li>• No financial statements attached = 0 points</li><li>• Unsigned Financial Statements not prepared by qualified Accredited Account = 0 points</li></ul>
<p>7. Signed Financial Statements prepared by Qualified and Accredited Accountant or a registered chartered accountant indicating annual turnover of R200 000 000 as per CIDB requirements in respect of the contractor grading.</p> <ul style="list-style-type: none"><li>• 9GB= 10 points</li><li>• No financial statements attached = 0 points</li><li>• Unsigned Financial Statements not prepared by qualified Accredited Account = 0 points</li></ul>

- The IDT panel of contractors will be utilized on a competitive basis as and when service is required. IDT SCM will send all requests for Price Quotation to all bidders on the IDT panel of contractors based on the project specific CIDB grading class of work.
- When bid/s are requested by IDT, bidders are to provide the CV's, key qualifications and professional registration certificates of key personnel who will be assigned to the project. Failure to provide this documentation will lead to the bidder being disqualified.
- Once a Bid/s is awarded to a contractor, it is expected that the key personnel submitted by the contractor will be on site for the duration of the project. In the event that the key personnel has resigned, the contractor must notify IDT and submit CV's and qualifications of the replacement key personnel. Failure to do so may lead to the contractor being disqualified from appointment of any further projects.
- IDT may request only contractors located in a certain province to provide a Price Quotation depending on the scope of work and magnitude of the project.
- The request for price quotation durations will be for 7-14 Days

It is therefore of utmost importance that the bidder provides the key personnel who will be executing the project for the full duration of the project. Should a resource be replaced, CV's, key qualifications and professional registration certificates with equivalent qualifications and experience must be provided.

## B.2. Client References (15 points)

Complete IDT Reference form for projects submitted as complete under firm's experience. The following details must be in the reference form: -

- Only fully signed and completed forms by the client will be accepted.
- Clear client contact details

Evaluation sub-criteria: Reference Form (15 points)	
Sub Criteria	Category
Project A	Very Good (6), Good (5), Fair (3), Poor (1)
project B	Very Good (6), Good (5), Fair (3), Poor (1)
Project C	Very Good (6), Good (5), Fair (3), Poor (1)
Project D	Very Good (6), Good(5), Fair (3) Poor (1)
Project E	Very Good (6), Good (4), Fair(3) Poor (1)
Not submission	



### B.3. Plant and Resources (20 points)

Criteria	Points
Excavator / TLB/ Front Loader	4
Tipper truck	4
Bakkie	3
Water Tanker	3
Generator	3
Concrete Mixer / Scaffolding	3

**Evidence that will be used is the proof of ownership or a letter confirming an agreement to lease or hire plant.**

**Only bidders who will obtain a 70% minimum functionality threshold will qualify to be in the panel for a period of 36 months**

### Other required documents

Important note to Bidder: The relevant supporting documents should be inserted as per listed in Part A2.B. part of the listed documents are required for allocation of points for functionality evaluation purposes (Note: If any of the documents to support functionality are not supplied, it will result in the deduction of bid evaluation points).

#### **List of other Non-Mandatory returnable Documents Including Technical Returnable "Compulsory Documents Checklist**

A2.B1. Experience of company on similar projects not older than 10 years

A2.B2. Original Certified Copies of Directors ID's and CIPC Documents (Not Older than 6 Months from the tender closing date)

A2.B3. Subcontracting plan and methodology (this is to establish if the bidder has a plan on how to deal with community business dynamics and unrest to ensure that the project is not delayed unnecessarily)

A2.B4. TAX COMPLIANCE LETTER

A.2 B4. KEY PERSONNEL TO BE ASSIGNED TO THE PROJECTS

A.2.B5. Key personnel to be assigned to the project: Qualification, Experience, Professional registration)

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# REQUIRED RETURNABLE QUALITY FUNCTIONALITY AND EVALUATION DOCUMENTS

## EVALUATION SCHEDULE: KEY PERSONNEL ASSIGNED TO THE WORK

The Bidder shall insert in the spaces provided on the following pages details of the key personnel required to be in the employment of the bidder or other organization, in order for the bidder to be eligible to submit a bid for this project. Certified proof of qualifications and professional registration (not older than six months) must be appended to these schedules, together with the Curriculum Vitae of each individual. Failure to attach them will result in a zero score.

The Bidder shall list below the personnel that he intends to utilize on the Works, including key personnel that may have to be brought in from outside if not available locally. The proposed personnel cannot be replaced without an approval of the employer.

Insert in the table below the key personnel and their proposed function

Only key personnel listed on the table below will only be considered for evaluation

**A. EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECTS  
REFERENCES**

**RECOMMENDATION PURPOSES**

The following are to be completed by the Client and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME A:

Type of Project, e.g.:  
\_\_\_\_\_

(New school, renovation of clinic, general scope, etc.)

Client: .....

Tender Amount'.....

Name of Project and description: .....

Contract Duration .....

**RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE**

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

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

Client/Principal Agent contact person-.....

Telephone-.....

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

Client I PA Signature•\_\_\_\_\_ Date:.....

STAMP

## B. EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECTS REFERENCES

### RECOMMENDATION PURPOSES

The following are to be completed by the Client and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME B:

Type of Project, e.g.:

(New school, renovation of clinic, general scope, etc.)

Client: .....

Tender Amount'.....

Name of Project and description: .....

Contract Duration .....

### RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

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

Client/Principal Agent contact person-.....

Telephone-.....

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

Client I PA Signature•\_\_\_\_\_ Date:.....

STAMP

## C EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECTS REFERENCES

### RECOMMENDATION PURPOSES

The following are to be completed by the Client and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME C:

Type of Project, e.g.:

(New school, renovation of clinic, general scope, etc.)

Client: .....

Tender Amount'.....

Name of Project and description: .....

Contract Duration .....

### RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

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

Client/Principal Agent contact person-.....

Telephone-.....

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

Client I PA Signature•\_\_\_\_\_ Date:.....

STAMP

## D. EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECTS REFERENCES

### RECOMMENDATION PURPOSES

The following are to be completed by the Client and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME D:

Type of Project, e.g.:

(New school, renovation of clinic, general scope, etc.)

Client: .....

Tender Amount:.....

Name of Project and description: .....

Contract Duration .....

### RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

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

Client/Principal Agent contact person-.....

Telephone-.....

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

Client I PA Signature•\_\_\_\_\_ Date:.....

STAMP

E. EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECTS  
REFERENCES

RECOMMENDATION PURPOSES

The following are to be completed by the Client and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME E:

Type of Project, e.g.:  
\_\_\_\_\_

(New school, renovation of clinic, general scope, etc.)

Client: .....

Tender Amount: .....

Name of Project and description: .....

Contract Duration .....

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

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

Client/Principal Agent contact person-.....

Telephone-.....

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

Client I PA Signature•\_\_\_\_\_ Date:.....

STAMP

**T2.B7 EVALUATION SCHEDULE: KEY PERSONNEL ASSIGNED TO THE WORK**

The Bidder shall insert in the spaces provided on the following pages details of the key personnel required to be in the employment of the bidder or other organization, in order for the bidder to be eligible to submit a bid for this project. Certified proof of qualifications and professional registration (not older than six months) must be appended to these schedules, together with the Curriculum Vitae of each individual. Failure to attach them will result in a zero score.

The Bidder shall list below the personnel that he intends to utilize on the Works, including key personnel that may have to be brought in from outside if not available locally. The proposed personnel cannot be replaced without an approval of the employer.

Insert in the table below the key personnel and their proposed function

Only key personnel listed on the table below will only be considered for evaluation



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 INCUMBENT

\_\_\_\_\_  
INCUMBENT'S IDENTITY NUMBER

No.	Key Person Name	Category of key personel	Qualifications	Professional Registration	Years of Experience
1.		Contracts Manager			
2.		Site Agent			
3.		Foreman			
4.		OHS Officer			

## 1. KEY PERSONNEL 1: CURRICULUM VITAE: CONTRACT MANAGER

(Detailed CV'S, Originally certified copies (not older than 6 months) of qualifications and registrations

Certificates for key personnel are required and must be attached in support of this form)

Name:		Date of birth:	
Profession:		Nationality:	
Qualifications:			
Professional Body:	Category of Registration:		Registration Number:
Professional Body:	Category of Registration:		Registration Number:
Professional Body:	Category of Registration:		Registration Number:
Name of Employer:			
Current position:			Years of Experience:
<u>Employment Record:</u>			
<u>Relevant Experience Required:</u>			

Certification:

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

SIGNATURE OF THE INCUMBENT

\_\_\_\_\_  
INCUMBENT'S IDENTITY NUMBER: \_\_\_\_\_

2. KEY PERSONNEL 2 :CURRICULUM VITAE: SITE AGENT

(Detailed CV’S, Originally certified copies (not older than 6 months ) of qualifications and registrations, certificates for key personnel are required and must be attached in support of this form

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Name of Employer :		
Current position:		Years of Experience:
<u>Employment Record:</u>		
<u>Relevant Experience Required:</u>		

Certification:

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

.....  
SIGNATURE OF THE INCUMBENT

\_\_\_\_\_  
INCUMBENT'S IDENTITY NUMBER

\_\_\_\_\_

3. KEY PERSONNEL 3: CURRICULUM VITAE: FOREMAN

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Name of Employer:		
Current position:		Years of Experience:
<u>Employment Record:</u>		
<u>Relevant Experience Required:</u>		

Detailed CV'S, originally certified copies (not older than 6 months) of qualifications and registrations, certificates for key personnel are required and must be attached in support of this form) 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 INCUMBENT

\_\_\_\_\_  
INCUMBENT'S IDENTITY NUMBER

\_\_\_\_\_

4. KEY PERSONNEL 3: CURRICULUM VITAE: OHS OFFICER

(Detailed CV'S, originally certified copies (not older than 6 months) of qualifications and registrations, certificates for key personnel are required and must be attached in support of this form)

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Name of Employer :		
Current position:		Years of Experience:
<u>Employment Record:</u>		
<u>Relevant Experience Required:</u>		

Certification:

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

.....

SIGNATURE OF THE INCUMBENT

\_\_\_\_\_  
INCUMBENT'S IDENTITY

\_\_\_\_\_

# Annexure C

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## Standard Conditions for the calling for Expressions of Interest

### C.1 General

#### C.1.1 Actions

C.1.1.1 The employer and each Bidder submitting an expression of interest shall comply with these conditions for calling expressions of interest. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly, and transparently, comply with all legal obligations, and not engage in anticompetitive practices.

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

Note:

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

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

C.1.1.3 The employer shall not seek, and a Bidder shall not submit an expression of interest without having a firm intention and the capacity to proceed with the contract.

#### C.1.2 Expression of Interest Documents

The documents issued by the employer for the purpose of an expression of interest offer are listed in the Bid data.

#### C.1.3 Interpretation

C.1.3.1 The Bid data and additional requirements contained in the Bid schedules that are included in the returnable documents are deemed to be part of these conditions for the calling for expression of interest.

C.1.3.2 These conditions of expression of interest, the Bid data and Bid schedules which are required for Bid evaluation purposes, shall form part of any contract arising from the invitation for the expression of interest.

C.1.3.3 For the purposes of these conditions of the expression of interest, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially.
  - ii) an individual or Bidder is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the Bidder who employs that employee.
- b) **corrupt practice** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the Bid process.

- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the Bid process or the award of a contract arising from a Bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

#### **C.1.4 Communication and employer's agent**

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

#### **C.1.5 Cancellation and Re-Invitation of An Expression of Interest**

C.1.5.1 An employer may, prior to the award of the expression of interest, cancel an expression of interest if:

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable Bids are received.
- d) there is a material irregularity in the Bid process.

C.1.5.2 The decision to cancel an expression of interest invitation must be published in the same manner in which the original expression of interest invitation was advertised.

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel an expression of interest invitation for the second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

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

#### **C.2 Bidder's obligations**

##### **C.2.1 Eligibility**

C.2.1.1 Submit an expression of interest only if the respondent satisfies the criteria stated in the Bid data and the respondent, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the Bidding entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the Bidder to submit an expression of interest and obtain the employer's written approval to do so prior to the closing time for Bids.

##### **C.2.2 Cost of Bidding**

C.2.2.1 Accept that, unless otherwise stated in the Bid data, the employer will not compensate the Bidder for any costs incurred in the preparation and submission of an expression of interest, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

C.2.2.2 The cost of the expression of interest charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the expression of interest on its website so as not to incur any costs pertaining to the printing of the Bid documents.



**C.2.3 Check documents.**

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

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

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

**C.2.5 Reference documents**

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

**C.2.6 Acknowledge addenda.**

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

**C.2.7 Clarification meeting**

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

**C.2.8 Seek clarification.**

Request clarification of the expression of interest, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the Bid data.

**C.2.9 Insurance**

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

**C.2.11 Alterations to documents**

Do not make any alterations or additions to the expression of interest, except to comply with instructions issued by the employer, or necessary to correct errors made by the respondent. All signatories to the expression of interest offer shall initial all such alterations.

**C.2.13 Submitting an expression of interest**

- C.2.13.1 Submit one expression of interest only, either as a single Bidding entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the Bid data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the Bid offer communicated on paper as an original plus the number of copies stated in the Bid data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the Bid offer where required in terms of the Bid data. The employer will hold all authorized signatories liable on behalf of the Bidder. Signatories for Bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the Bid offer.

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

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

**C.2.15 Closing time**

C.2.15.1 Ensure that the employer receives the expression of interest at the address specified in the Bid data not later than the closing time stated in the Bid data. Accept that proof of posting shall not be accepted as proof of delivery.

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

**C.2.16 Bid offer validity.**

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

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

**C.2.18 Provide other material.**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the Bid offer, the Bidder's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the Bidder not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the Bid offer as non-responsive.

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

**C.2.20 Submit securities, bonds and policies.**

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

**C.2.21 Check final draft.**

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

**C.2.22 Return of other Bid documents**

If so, instructed by the employer, return all retained Bid documents within twenty-eight (28) days after the expiry of the validity period stated in the Bid data.

**C.2.23 Certificates**

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

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

**C.3.1 Respond to requests from the Bidder.**

C.3.1.1 Unless otherwise stated in the Bid Data, respond to a request for clarification received up to five (5) working days before the Bid closing time stated in the Bid Data and notify all Bidders who collected an expression of interest.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the Bidding entity (or both) or any other criteria which formed part of the qualifying requirements used to

Pre-qualify a Bidder to submit a Bid offer in terms of a previous procurement process and deny any such request if therefore:

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

### **C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the Bid documents to each Bidder during the period from the date that Bid documents are available until three (3) working days before the Bid closing time stated in the Bid Data. If, as a result a Bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, shall then notify all Bidders who collected Bid documents.

### **C.3.3 Return late Bid offers.**

Return expression of interest offers received after the closing time stated in the Bid Data, unopened, (unless it is necessary to open a Bid submission to obtain a forwarding address), to the Bidder concerned.

### **C.3.6 Non-disclosure**

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

### **C.3.7 Grounds for rejection and disqualification**

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

### **C.3.8 Test for responsiveness**

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

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

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

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

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

**Obtain clarification from a Bidder on any matter that could give rise to ambiguity in a contract arising from the Bid offer.**

**Evaluation of Bid offers**

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

Conditions of Bid are the document that establishes a Bidder’s obligations in submitting a Bid and the employer’s undertakings in soliciting and evaluating Bid offers. Such conditions establish the rules from the time a Bid is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

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

**C.3.11.1 General**

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

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

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

**C.3.14 Prepare contract documents.**

- C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the Bid documents to take account of:
- a) addenda issued during the Bid period,
  - b) inclusion of some of the returnable documents and
  - c) Other revisions agreed between the employer and the successful Bidder.

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

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

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

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

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

## PART C: THE CONTRACT

### Part C1: Agreement and Contract Data

The Conditions of Contract are clauses 1 to 30 of the JBCC Series 2000 Principal Building Agreement (Edition 6.2 May 2018) 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.

Condition of Contract:

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

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

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

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

Class of construction works as identified in terms of the CIDB regulation		Construction skills development Goal (%)
Designation	Description	
CE	Civil Engineering	0.25
CE& EB	Civil Engineering and General Building	0.375
EB	Electrical Engineering work (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering	0.25
	Special works	0.25

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

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

## **PART C: THE CONTRACT**

### **SCOPE OF WORK**

#### **STATUS**

In the event of any discrepancy between the Scope of Works and a part or parts of the SABS 1190 Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

### **C3.1 DESCRIPTION OF THE WORKS**

#### **C3.1.1 COES OBJECTIVES**

- i. The Independent development trust (IDT) objective in entering framework contracts for social infrastructure building projects, the construction of new buildings, refurbishment and upgrades of buildings including repairs and maintenance of building facilities over a three-year term, on an as and when instructed basis of behalf of the client departments. These contractors shall be available with the necessary experience and capacity to serve the Employer's (IDT) urgent needs and requirements whenever such works are required.
- ii. The Employer's objectives are to deliver the social public infrastructure using labor-intensive methods. Labor-intensive works comprise the activities described in SANS 1921-5 Earthworks activities which are to be performed by hand/Labor-Intensive Specifications and its associated specifications data. Such works shall be constructed by local workers who are temporarily employed in terms of this scope of works.
- iii. Bidders must note that certain works under this contract may only be constructed using labour-based construction methods and must limit the utilization of their permanently employed personnel to Key Personnel and other personnel must be recruited locally. With the understanding that labourers will be sourced from the area in which the project is executed.
- iv. It is the intention of IDT to evaluate and award this bid to more than one bidder per CIDB Category.
- v. Bidders MUST bid in the CIDB category for which they qualify and must submit the whole original bid document as issued by IDT. Bidders have the option to bid in ONE additional category below their CIDB grading. IDT reserves the right to consider bidders for appointment in a category below their CIDB grading. Failure to meet this requirement for no more than 2 (two) bid pricings will result in the bidder being considered only in the category for which they qualify in terms of the CIDB grading and bid conditions.
- vi. Financial Statement will be required for category 5 and high.
- vii. For this tender Building Contractors are categorized in six groups as per value of projects and the required CIDB grading for each project group. More than one Building Contractor will be appointed as per category 4, 5, 6, 7, 8, and 9. Tender evaluation will be conducted separately for each category as per CIDB grading.

### **C3.1.2 OVERVIEW OF THE WORKS**

The Construction of New Facilities, Upgrade and the Refurbishment of Buildings and Facilities on behalf of the IDT, Various Client Departments ON AN AS AND WHEN REQUIRED BASIS FROM THE DATE OF AWARD FOR 36 MONTHS.

### **C3.1.3 EXTENT OF WORKS**

More than one contractor per each category will be appointed, the work will be allocated to contractors on an equal basis but still taking into consideration the magnitude of the projects, those that will not be performing will be given work according to their performance.

The Contractor is required to construct new buildings, and refurbish buildings and facilities, including the electrical and mechanical works and external civil works for IDT client departments on an as an when required basis. The client will endeavor to group the works together where possible.

The total estimated duration of the CONTRACT period for this project is from date of award for 36 months. frame per project will be finalized upon appointment of the contractor.

The client reserves the right, by giving written notice to the Contractor, to stop the progress of a particular project/stage at any time. Should the client exercise this right, the client will pay the Contractor for work done and expenses incurred only up to the time that the notice was given.

### **C3.1.4 LOCATION OF THE WORKS**

The works will be located within LIMPOPO.

### **C3.1.5 TEMPORARY WORKS**

***Not applicable***

## **C3.2 ENGINEERING**

### **C3.2.1 DESIGN**

- (a) The Employer is responsible for the design of the permanent Works as reflected in the Contract documents unless otherwise stated.
- (b) The Contractor shall supply all details necessary to assist the Architect and Engineers in the compilation of the as-built drawings.

### **C3.2.2 COE'S DESIGN**

The design is complete and is indicated on the drawings.

### **C3.2.3 CONTRACTOR'S DESIGN**

The Contractor is not required to supply the design of the structures, but he will be required to assist with updating of as-built drawings.

The Contractor will be required to obtain quotations from specialist suppliers for certain aspects of the construction of the permanent Works.

### **C3.2.4 DRAWINGS**

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

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

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

The Drawings prepared by the Employer for the permanent Works are bound in a separate volume/bound at the back of this volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

### **C3.2.5 DESIGN PROCEDURES**

- The Contractor may be required to obtain quotations from specialist suppliers for certain aspects of the construction of the permanent Works.
- The Contractor will be required recording and keeping track of documents submitted for approvals where required

## **C3.3 PROCUREMENT**

### **C3.3.1 PREFERENTIAL PROCUREMENT**

#### **C3.3.1.1 Requirements**

It will be required to where possible source unskilled labour from the local community.

#### **C3.3.1.2 Resource standard pertaining to targeted procurement**

Due to the nature of the work targeted procurement is not prescribed.

### **C3.3.2 SUBCONTRACTING**

#### **C3.3.2.1 Scope of mandatory subcontract works.**

In respect of the scope of selected and / or specialist work the Contractor is referred to the Bills of Quantities.

#### **C3.3.2.2 Preferred subcontractors/suppliers.**



No specialist subcontractors are prescribed but the contractor will be required to appoint subcontractors for specialist installations in consultation with the Employer.

**C3.3.2.3     Subcontracting procedures.**

N/A

**C3.3.2.4     Attendance on subcontractors**

N/A

**C3.4 CONSTRUCTION**

**C3.4.1 WORKS SPECIFICATIONS**

**C3.4.1.1     Applicable SABS 1190 Standardized Specifications**

The Contractor is referred to Bills of Quantities for the applicable project specifications.

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

**C3.4.1.2     Particular Specifications**

The Contractor is referred to the specifications on drawings and in the Bills of Quantities for the Particular Specifications for work not covered by the Model Preambles for Trades (1999 edition) published by the Association of South African Quantity Surveyors

**C3.4.1.3     National and International Standards**

Contractors are referred to the Bills of Quantities for national and international standards where applicable.

**C3.4.1.4     Variations and Additions to the SABS 1190 Standardized Specifications**

The Contractor is referred to Bills of Quantities for the applicable project specifications here applicable.

**C3.4.2 SITE ESTABLISHMENT**

**C3.4.2.1 Services and facilities provided by the Employer.**

**Water sour**

Potable water supply available

A reticulated potable water supply is available in the vicinity Should the Contractor, in complying with his obligations in terms of sub-clause C3.4.2.2(a): Water, wish to utilise such water supply, he shall himself be responsible for making his own arrangements with the responsible water supply

authority for the supply of all water that he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible water supply authority, the Contractor shall further be responsible, at his own cost, for making or otherwise providing metered connections to the available services at the positions specified by the water authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water supply will necessarily be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

#### **(b) Electricity supply**

Electrical power supply available.

The Contractor shall, in accordance with the provisions of sub-clause C3.4.2.2(b), and at his own cost, make all arrangements necessary for the supply and distribution of electrical power required for construction purposes as well as for use in and about his site establishment.

The Contractor shall comply with all prevailing legislation in respect of the generation and distribution of electricity and shall, when required by the Principal Agent, produce proof of such compliance.

#### **(c) Excrement disposal**

A reticulated water-borne sewage disposal system exists in the vicinity of the Site.

Should the Contractor, in complying with his obligations in terms of subclause C3.4.2.2(c): Excrement disposal, wish to avail himself of such facility, he shall, in accordance with the provisions of sub-clause C3.4.2.2(c), and at his own cost, be responsible for making his own arrangements with the responsible disposal authority, and for making such connections he may require to the available services.

If so required by the responsible sewage disposal authority, the Contractor shall, at his own cost, be responsible for making connections to the available services at the

positions specified by the sewage disposal authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water-borne sewage disposal will necessarily be adequate for the Contractor's purposes nor that its operation is in any way guaranteed.

#### **(d) Area for contractor's site establishment**

A specific area in close proximity to or on the Site of the Works will be made available by the Employer to the Contractor for the Contractor's site establishment. The specific area for the Contractor's site establishment will be identified to the Contractor by the Principal Agent and the Contractor shall have sole use of such area, free of charge, for the duration of the Contract. The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The

Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written approval of the Principal Agent, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Contractor in his Bid.

**(e) Rail facilities**

Not Applicable

**C3.4.2.2 Facilities provided by the Contractor**

**(a) Facilities for the Principal Agent**

**(i) Office accommodation**

No separate office is required for the Principal Agent or his Representative, but the Contractor must provide a suitable office desk with lockable drawers, an office chair and a lockable plan cupboard in one of his offices, for the exclusive use of the Principal and his Representative.

The Principal Agent and his Representative shall be allowed free use of all the Contractor's site facilities.

The Principal Agent and his Representative shall be allowed free use of survey equipment and assistants to carry out control work as and when required, and the Contractor shall provide all pegs, concrete, tools and other necessary items as well as all necessary labour for excavation, bush clearing, mixing and placing of concrete, as and when required for the control of the setting out of the Works.

**Temporary Accommodation**

(ii) Not required.

(iii) Site meeting venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of **six (6)** persons at site meetings. The Principal Agent shall be allowed free use of such venue for conducting

any other meetings concerning the Contract at all reasonable times.

(iv) Contract name boards

The Contractor shall provide, erect and maintain one (1) contract name boards at such positions and locations as are directed by the Principal Agent, in accordance with the drawings to be provided.

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

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

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

v) Survey equipment and assistants

Survey equipment

The Contractor shall, for the duration of the Contract, provide the necessary survey equipment for the exclusive use of the Principal Agent and his staff:

All such survey equipment provided by the Contractor shall be in good condition, properly calibrated and fit for the purpose and shall be kept fully serviceable at all times by the Contractor at his own cost. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Principal Agent staff.

Where required by the Principal Agent, the Contractor shall at his own cost, promptly arrange for the recalibration of survey equipment provided.

(vi) Telephone facilities

The Contractor shall for the duration of the project supply telephone, telefax and e-mail facilities on site which facility will also be made available for use of the Principal Agent and his Representative. These facilities must always be in working order.

(vii) Computer facilities

Not required

**(b) Water**

The Contractor shall, at his own expense, be responsible for obtaining and providing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all

necessaries for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Engineer, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Engineer, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

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

#### **(c) Electricity**

The Contractor shall, at his own expense, be responsible for obtaining and providing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

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

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#### **(d) Excrement disposal**

Disposal on site not allowed

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Engineer. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this subclause and the costs thereof shall be deemed to be included within the Contractor's bided Preliminary and General items.

#### **C3.4.2.3     Site usage**

Not required

#### **C3.4.2.4     Permits and way-leaves**

The Contractor shall be responsible to obtain all the way-leave required under this Contract. The Contractor is referred to the Preliminaries in the Bills of Quantities to compensate the Contractor for all his expenses to obtain the way-leave.

#### **C3.4.2.5     Features requiring special attention**

##### **(a) Site maintenance**

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

##### **(b) Fencing**

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

##### **(c)                      Subcontractors**

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

The Principal Agent will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Principal Agent will not become involved.

##### **(d) Opening up and closing down of designated borrow pits**

Not required/permitted

##### **(e) Access to properties**

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 17.1 of the Conditions of Contract.

If, because of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Principal Agent (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths, and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

#### **(e) Existing residential areas**

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Principal Agent approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day.

#### **(g) Labour-intensive competencies of supervisory and management staff**

Not applicable

#### **(h) Employment of local labour**

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

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

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

**The contractor must provide monthly statistics to the IDT indicating the number of new jobs created through this contract. This statistic must be provided with each monthly payment certificate using BRF Forms and other prescribed format, which will be provided**

**by the Project Manager of this project to the successful bidder. Failure to provide the required statistics IDT may withhold payment.**

**(j) Monthly statements and payment certificates**

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

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

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

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

**(k) Construction in restricted areas**

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices bidden will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment or any claim for payment due to the difficulties will be considered.

**(li) Notices, signs and barricades**

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

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



#### **(m) Workmanship and quality control**

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

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

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

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

#### **C3.4.2.6 Extension of time due to abnormal rainfall**

Extension of time due to inclement weather will be in accordance with clause 29 of the JBCC Series 1900 Edition 6.1 March 1914 Principal Building Agreement.

## **PLANT AND MATERIALS**

### **C3.4.3**

#### **Plant and materials supplied by the employee**

The Employer shall not supply any plant or materials.

#### **C3.4.3.2 Materials, samples and shop drawings**

##### **(a) Samples**

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

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

### **C3.4.4**

#### **C3.4.4.1 CONSTRUCTION EQUIPMENT Requirements for equipment**

Will be in accordance with the principals of the JBCC Series 1900 Edition 6.1 March 1914 Principal Building Agreement.

### **C 3.4.5 EXISTING SERVICES**

#### **C.3.4.5.1 KNOWN SERVICES**

No known services are crossing the building site. The principals of the JBCC Series 2000 Edition 6.1 March 2014 Principal Building Agreement will apply.

#### **C3.4.5.2 Treatment of existing services**

The principals of the JBCC Series 2000 Edition 6.1 March 2014 Principal Building Agreement will apply.

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

The principals of the JBCC Series 2000 Edition 6.1 March 2014 Principal Building Agreement will apply.

#### **C3.4.5.4 Damage to services**

The principals of the JBCC Series 2000 Edition 6.1 March 2014 Principal Building Agreement will apply.

#### **C3.4.5.5 Reinstatement of services and structures damaged during construction**

The principals of the JBCC Series 2000 Edition 6.1 March 2014 Principal Building Agreement will apply.

### **C3.5 MANAGEMENT OF THE WORKS**

The principals of the JBCC Series 2000 Edition 6.1 March 2014 Principal Building Agreement will apply.

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

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

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

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

### **C3.6.2 STRUCTURE AND ORGANISATION OF OH&S RESPONSIBILITIES**

#### **Overall Supervision and Responsibility for OH&S**

The Client is to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved OH&S Plan.

Ladders Inspector (General Safety Regulation 13A)

Lifting Equipment Inspector

### **C3.6.3 COMMUNICATION AND LIAISON**

OH&S liaison between the Client, the Principal Contractor, the other Contractors, the Principal Agent and other concerned parties will be through the OH&S Committee as in **3.6.11**. In addition to the above, communication may be directly to the Client or his appointed Principal Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S Committee and their elected Trade Union Representatives, if any. The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Principal Agent, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

The Principal Contractor must, in terms of Construction Regulation 5 (7), keep a health and safety file on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. The following documents must be kept in the OH&S file:

Notification of Construction Work (Construction Regulation 3).

- ☐ Copy of OH&S Act (updated) (General Administrative Regulation 4).
- ☐ Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g)).
- ☐ Copy of health and safety plan (construction regulation 5 (1)).
- ☐ OH&S Programme agreed with Client including the underpinning Risk Assessment and Method Statements (Construction regulation 5 (1)).
- ☐ Designs/drawings (Construction Regulation 5 (8))

### **C3.6.4 OH&S FILE**

The Principal Contractor must, in terms of Construction Regulation 5 (7), always keep a health and safety file on site that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. The following documents must be kept in the OH&S file:

Notification of Construction Work (Construction Regulation 3).

Copy of OH&S Act (updated) (General Administrative Regulation 4).

Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g)).

Copy of health and safety plan (construction regulation 5 (1)).

OH&S Programme agreed with Client including the underpinning Risk Assessment and Method Statements (Construction regulation 5 (1)).

Designs/drawings (Construction Regulation 5 (8))

A list of Contractors (Subcontractors) including copies of the agreements between the parties and the type of work being done by each contractor (Construction Regulation 9).

Appointment / Designation forms as per 3.1.1. and 3.1.2. above.

Registers as follows:

- Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
- OH&S Representatives Inspection Register
- Form/Support work Inspection
- Excavations Inspection
- Lifting Equipment
- Demolition Inspections
- Designer's Inspection of Structures Record
- Batch Plant Inspections
- Arc & Gas Welding & Flame Cutting Equipment Inspections
- Construction Vehicles & Mobile Plant Inspections
- Electrical Installation and Machinery Inspections
- Fire Equipment Inspection & Maintenance
- First Aid
- Hazardous Chemical Substances
- Lifting Tackle and Equipment Inspections
- Inspection of Cranes
- Inspection of Ladders
- Inspection of Vessels under Pressure
- Machinery Inspections
- Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections

The Principal Contractor is required to maintain a Compensation Incidence Frequency Rate (**CIFR**) and to report on this to the Client on a monthly basis.

### **C3.6.6 IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS**

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract.

### **C3.6.7 ARRANGEMENTS FOR MONITORING AND REVIEW**

#### **Monthly Audit by Client**

The Client will be conducting a Monthly Audit to comply with Construction Regulation 4 (1) (d) to ensure that the Principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

#### **Other Audits and Inspections by Client**

The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

A representative of the Principal Contractor must accompany the Client on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

#### **Reports**

The Principal Contractor is required to provide the Client with a monthly report in the format as per "SHE Risk Management Report"

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she: Dies becomes unconscious. Losses a limb or part of a limb is injured or becomes ill to such a degree that he/she is likely either to die, or to suffer a permanent physical defect, or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

where:

A major incident occurred

The health or safety of any person was endangered

Where a dangerous substance was spilled

The uncontrolled release of any substance under pressure took place

Machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects

Machinery ran out of control to the Provincial Director of the Department of Labour within seven days. (Section 24 of the Act & General Administrative Regulation 8).

The Principal Contractor is required to provide the Client with copies of all statutory reports required in terms of the Act.

The Principal Contractor is required to provide the Client with copies of all internal and external

accident/incident investigation reports including the reports contemplated in 3.6.10. below. Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each two weekly site inspection/meeting as the construction work develops and progresses and each time that changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors, and all other concerned parties with copies of any changes, alterations or amendments.

### **C3.6.8 SITE RULES AND OTHER RESTRICTIONS**

#### **Site OH&S Rules**

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

#### **Security and Emergency Arrangements**

The Principal Contractor must establish site access rules and implement and

### **C3.6.10 ACCIDENT AND INCIDENT INVESTIGATION**

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she had to be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

The results of the investigation to be entered into the Accident/Incident Register (General Administrative Regulation 9).

The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

### **C3.6.11 OH&S REPRESENTATIVES AND COMMITTEES**

#### **a. Designation of OH&S Representatives**

Where the Principal Contractor employs more than 20 persons (including the employees of

other contractors (sub-contractors) he has to appoint one OH&S Representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S Representative are executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6 & 7).

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation

#### **b) Duties and Functions of the OH&S Representatives**

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor.

OH&S representatives must be included in accident/incident investigations. OH&S representatives must attend all OH&S committee meetings.

#### **c) Appointment of OH&S Committee**

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives (this number is not to exceed the number of OH&S representatives on the committee) and a representative of the Client who shall act as the chairperson without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

- ☐ Opening and welcome
- ☐ Present/Apologies/Absent
- ☐ Minutes of previous meeting
- ☐ Matters arising from the previous minutes
- ☐ OH&S Representatives Reports
- ☐ Incident Reports & Investigations
- ☐ Incident /Injury statistics
- ☐ Other matters
- ☐ Endorsement of Registers and the statutory documents by a representative of the Principal Contractor
- ☐ Close/Next Meeting

### **C3.6.12 PROJECT / SITE SPECIFIC REQUIREMENTS**

The following is a list of specific activities and considerations that have been identified for the projects and the construction sites and not limited to this list for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:



- Clearing & Grubbing of the Area/Site \*Site Establishment
- Dealing with existing structures (NB: an existing pipeline is also a structure.)
  - \*Location of existing services
- Installation and maintenance of temporary construction electrical supply, lighting, and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/Public Liability Exposures (NB: The Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- Health risks arising from neighboring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet & cold conditions
- Dealing with HIV/Aids and other diseases

**Use of Portable Electrical Equipment including but not limited to**

Angle grinder

-Electrical drilling machine

Skill saw

Excavations including

- Ground/soil conditions
- Trenching
- Shoring
- Drainage of trench
- Welding including
  - Arc Welding
  - Gas welding
  - Flame cutting
- Use of LP gas torches and appliances
- Loading & offloading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving & operation of construction vehicles and mobile plant
- Trenching machine
- Excavator
  - Bomag roller
- Plate compactor
- Front end loader
- Mobile cranes and the ancillary lifting tackle
- Parking of vehicles & mobile plant
- Towing of vehicles & mobile plant

- Use and storage of flammable liquids and other hazardous substances.
- Layering and bedding of trench floor
- Installation of pipes in trench
- Pressure testing of pipeline
- Installing heat shrink joint sleeves.
- Backfilling of trench
- Protection against flooding
- Gabion work
- Use of explosives
- Protection from overhead power lines
- As discovered by the Principal Contractor's hazard identification exercise
- As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- As discovered from any accident/incident investigation

### **C3.6.13     PROTECTION OF THE PUBLIC**

The building site must be fenced with 1,8m high wire mesh including required entrance gates before commencing of the works. The site must at all times be closed for and no unauthorized persons may be allowed access to the building site

### **C3.6.14     BARRICADES AND LIGHTING**

Refer C3.6.2 above.

### **C3.6.15     TRAFFIC CONTROL ON ROADS**

The Contractor must arrange all site access from public roads, erect traffic signs as needed and pay all cost in connection therewith.

### **C3.6.16     MEASURES AGAINST DISEASE AND EPIDEMICS**

The Contractor must comply with all local legislation.

### **C3.6.17     AIDS AWARENESS**

Observation of all legislation, policies and by-laws regulating the "AIDS" endemic and "HIV" prevention, treatment, and observation

## 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%, 5% of which should be allocated to the IDT CDP contractors (list per cluster will be provided upon appointment). The Contractor shall without delay enter into contracts with the Domestic Subcontractors as submitted on the returnable schedule and forward a copy of these agreements to the Principal Agent. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted. The Contractor to take note of item 3.2.2 below.

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

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

## 5. MANAGEMENT

### 5.1 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.

### 5.2 Unauthorized persons

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

### 5.3 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.

### 5.4 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.

### 5.5 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.

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (INDEPENDENT DEVELOPMENT TRUST (IDT))</b>					
BID NUMBER:	IDT/LP/CON-PANEL 2023/24	CLOSING DATE: 17 January 2024		CLOSING TIME:	12:00
DESCRIPTION	THE APPOINTMENT OF CIDB GRADE 4GB UP TO 9GB CONTRACTORS FOR THE CONSTRUCTION OF NEW FACILITIES, UPGRADE AND THE REFURBISHMENT OF BUILDINGS AND FACILITIES ONBEHALF OF THE IDT VARIOUS CLIENT DEPARTMENTS ON AN AS AND WHEN REQUIRED BASIS FROM THE DATE OF AWARD FOR 36 MONTHS.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
THE INDEPENDENT DEVELOPMENT TRUST (IDT)					
22 HANS VAN RENSBURG					
POLOKWANE					
0700					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Carnation Mojapelo		CONTACT PERSON	Mohapi Shea	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Carnationm@idt.org.za">Carnationm@idt.org.za</a>		E-MAIL ADDRESS	<a href="mailto:MohapiS@idt.org.za">MohapiS@idt.org.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:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
<b>SBD 6.1 REQUIREMENT MUST BE COMPLIED TO CLAIM POINTS ON SPECIFIC GOALS</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE <b>GOODS /SERVICES /WORKS OFFERED?</b>	<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

☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ NO

☐ YES

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

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

YES ☐ NO

☐

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

☐ NO

☐ YES

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

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

### **1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

### **2. TAX COMPLIANCE REQUIREMENTS**

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

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

2.2 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

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

2.3.1 If so, furnish particulars:

.....  
.....

**2.4 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<sup>2</sup> will not be construed as collusive bidding.

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

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

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

---

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



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

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

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

PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

## **AUTHORITY TO SIGN A BID**

### **A. COMPANIES**

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

### **AUTHORITY BY BOARD OF DIRECTORS**

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

Mr/Mrs/Ms.....

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

(Name of Company) .....

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

**SIGNED ON BEHALF OF COMPANY:** .....

.....  
(PRINT NAME)

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

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

2.....

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

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

.....

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

**C. PARTNERSHIP**

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

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

.....	.....	.....
-------	-------	-------

.....

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

.....  
**SIGNATURE**

.....  
**SIGNATURE**

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**DATE**

.....  
**DATE**

**D. CLOSE CORPORATION**

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

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

..... Mr/Mrs/Ms....., whose signature

appears below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation) .....

.....

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

.....  
(PRINT NAME)

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

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

**WITNESSES:** 1.....  
2.....

**E. CO-OPERATIVE**

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

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

at.....

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

.....

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

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

## 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 CONCERNING THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems apply 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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS	
PRICE	90	
SPECIFIC GOALS	10	
TARGETED GROUP		
Women (100%)		
Youth (100%)		
People with Disabilities (100%)		
Black (100%)		
<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 a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding 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
- "**The Act**" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = 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:

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = 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 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 claimed (90/10 system) (To be completed by the tenderer)
Women (100%)	6	
Youth (100%)	6	
**People with Disabilities (100%)	4	
Black (100%)	4	

Source Documents to be submitted with the Bid or RFQ

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

\*Woman (Originally Certified ID Document)

\*Youth (Originally Certified ID Document)

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

\*Black Ownership (Originally Certified ID Document)

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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



- ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

WITNESSES

1. ....
2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....