



INDEPENDENT DEVELOPMENT TRUST

REQUEST FOR BID ON

THE APPOINTMENT OF A CONTRACTOR (TURNKEY) FOR THE CONSTRUCTION OF TYELINZIMA HS,
EASTERN CAPE

8 GB or Higher

EMIS NO:200400086

DISTRICT: OR TAMBO

IDTEC/40/DOE/2024/25

Consisting of: Three Volumes

BIDDER:

CRS NO:

CSD SUPPLIER NO:.....

Compiled for:

SUPPLY CHAIN MANAGEMENT
INDEPENDENT DEVELOPMENT TRUST
PALM SQUARE BUSINESS PARK
SILVERWOOD HOUSE
BONZA BAY ROAD, BEACON BAY
EAST LONDON . 5241

DECEMBER 2024
PNO: 9013649
VOLUME 1 OF 3

PART A		INVITATION TO BID				SBD1	
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF INDEPENDENT DEVELOPMENT TRUST							
BID NUMBER:	IDTEC/40/DOE/2024/25	CLOSING DATE:	14 February 2025		CLOSING TIME:	12H00	
DESCRIPTION:	THE APPOINTMENT OF A CONTRACTOR (TURNKEY) FOR THE COSTRUCTION OF A NEW SCHOOL AT TYELINZIMA HIGH SCHOOL, EASTERN CAPE						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).							
BID RESPONSE DOCUMENTS MAY BE SUBMITTED AT: BID BOX AT INDEPENDENT DEVELOPMENT TRUST PALM SQUARE BUSINESS PARK, SILVERWOOD HOUSE, BONZA BAY ROAD, BEACON BAY, EAST LONDON . 5241							
SUPPLIER INFORMATION							
NAME OF BIDDER:							
POSTAL ADDRESS:							
STREET ADDRESS:							
TELEPHONE NUMBER:	CODE:			NUMBER:			
CELLPHONE NUMBER:							
FACSIMILE NUMBER:	CODE:			NUMBER:			
E-MAIL ADDRESS:							
VAT REGISTRATION NUMBER:							
		TCS PIN:			AND/OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?							
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) <input type="checkbox"/> A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) <input type="checkbox"/> A REGISTERED AUDITOR - NAME:					
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>[IF YES ENCLOSE PROOF]</i>	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>[IF YES ANSWER PART B:3 BELOW]</i>
SIGNATURE OF BIDDER	.....	DATE	

CAPACITY UNDER WHICH THIS BID IS SIGNED (*Attach proof of authority to sign this bid; e.g. resolution of directors, etc.*)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: **TECHNICAL INFORMATION MAY BE DIRECTED TO:**

DEPARTMENT/ PUBLIC ENTITY:	INDEPENDENT DEVELOPMENT TRUST		
CONTACT PERSON:	As per Tender Notice	CONTACT PERSON:	
TELEPHONE NUMBER:		TELEPHONE NUMBER:	
FACSIMILE NUMBER:		FACSIMILE NUMBER:	
E-MAIL ADDRESS:		E-MAIL ADDRESS:	

PART B

**TERMS AND CONDITIONS FOR BIDDING
SBD1**

1. BID SUBMISSION:

1.1. BIDS MAY ONLY BE SUBMITTED ON THE BID DOCUMENTATION THAT IS ISSUED. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). ~~B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.~~

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 (PPR2022), THE NEC 3 ENGINEERING AND CONSTRUCTION CONTRACTS I.E. OPTION A: PRICED CONTRACT WITH ACTIVITY SCHEDULE OF APRIL 2013 (INCLUDING AMENDMENTS) AND NEC3 TERM SERVICES AGREEMENT (MAINTENANCE) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

☐ ☐

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | |
|--|------------------------------|-----------------------------|
| 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | YES | NO |
| 3.2. IDTS THE BIDDER HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3.3. IDTS THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3.4. IDTS THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

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

DATE:

VOLUME 1 OF 3

THE TENDER

TENDER NO: IDTEC/40/DOE/2024/25

INDEPENDENT DEVELOPMENT TRUST

Compiled for:

SUPPLY CHAIN MANAGEMENT
INDEPENDENT DEVELOPMENT TRUST
PALM SQUARE BUSINESS PARK
SILVERWOOD HOUSE
BONZA BAY ROAD, BEACON BAY
EAST LONDON . 5241

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TENDER NO: IDTEC/40/DOE/2024/25

**THE APPOINTMENT OF A CONTRACTOR (TURNKEY)
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TYELINZIMA HIGH SCHOOL, EASTERN CAPE**

THE TENDER

T1	:	TENDERING PROCEDURES
T1.1	:	TENDER NOTICE AND INVITATION TO TENDER
T1.2	:	TENDER DATA



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NEC 3 ECC Option A

TENDERING PROCEDURES

TENDER NO. IDTEC/40/DOE/2024/25

**THE APPOINTMENT OF A CONTRACTOR(TURNKEY) FOR
THE CONSTRUCTION OF A NEW SCHOOLS AT
TYELINZIMA HIGH SCHOOL, EASTERN CAPE**

PART T1: TENDERING PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

EASTERN CAPE PROVINCE OF EDUCATION) invites tenders for **TENDER NO IDTEC/40/DOE/2024/25: THE APPOINTMENT OF A CONTRACTOR (TURNKEY) FOR THE CONSTRUCTION OF A NEW SCHOOL AT TYELINZIMA HIGH SCHOOL, EASTERN CAPE**

The Tender Document and Supporting Documents are attached on the tender invitation. IDT will email addendums and responses to any queries related to this tender via the IDT Procurement contact person below and only written correspondence will be accepted.

Queries may only be addressed to:

Procurement Contact Official

zanele@idt.org.za

The cut-off date for written tender enquiries is **five (5) working days** before tender closing date.

Document will be available on the 06 December 2024 at 08h00. Bid documents with the necessary Terms of Reference may be downloaded at the IDT website www.idt.org.za and [e-tenderportal](#)

MIN. CIDB GRADING REQUIRED	COMPULSORY SITE TENDER BRIEFING	
8 GB or Higher	Tyelinzima High School, King Sabatha Dalindyebo Local Municipality, Eastern Cape Province	10 January 2025 at 10h00

The closing time for receipt of tenders is **12h00 on 14 February 2025** at **Independent Development Trust, Palm Square Business Park, Bonza Bay Road, Beacon Bay, East London** at the designated **Tender Box for TENDER NO. IDTEC/40/DOE/2024/25**

Tenders may only be submitted on the tender documentation that has been issued. Telegraphic, telephonic, telex, facsimile and late tenders will **not** be accepted. Tenderers should ensure that Bids are delivered timeously and to the correct address (reflected on the cover of this document). If the bid is late, or not submitted in the designated tender box, it will not be considered for evaluation.

Instructions for TENDER BRIEF:

- Tenderers to ensure on convene at **Tyelinzima HS at 10h00** on site. **(Tenderers must sign the compulsory site briefing register)**

Instructions for TENDER SUBMISSION:

- Bids must be submitted in a sealed envelope clearly marked with “Tender description and Tender Number” and must be deposited in the Tender Box on or before 12h00 am on the date of Tender Closing.
- Bidders to ensure the documents being submitted are correct and accurate

NB: IT IS THE RESPONSIBILITY OF BIDDER TO ENSURE THAT THEY SIGN THE TENDER SUBMISSION REGISTER, SHOULD THE BIDDER NOT SIGN THEY WILL NOT BE CONSIDERED FOR FURTHER EVALUATION

IT IS THE RESPONSIBILITY OF BIDDER TO ENSURE THAT THE COURIER SIGN'S THE TENDER SUBMISSION REGISTER, SHOULD THE COURIER COMPANY NOT SIGN THE CORRECT NAME OF BIDDER THEY WILL NOT BE CONSIDERED FOR FURTHER EVALUATION AS THE SUBMISSION REGISTER IS USED AS PROOF OF SUBMISSION.

KEY DATES AND ACTIVITIES

No	Description	Date/Time
1.	Advertisement	06 December 2024
2.	There will be a Compulsory Site Briefing Session	10 January 2025 at 10h00
3.	Bidders to submit written questions/ clarifications. <ul style="list-style-type: none"> Each bidder is encouraged to submit one (01) consolidated questions/ clarifications email. No questions will be entertained post the stipulated date. 	07 February 2025 @ 16:00
4.	IDT to respond to written questions/ clarifications posed by bidders not prior to this date. <ul style="list-style-type: none"> Such response will be issued via email to all invited tenderers. Bidders are required to stay updated with such communications for any additional communications / addenda being issued. 	07 February 2025 @ 16:00
5.	Tenders Closing Date and Time	14 February 2025 @ 12h00

T.1.2 TENDER DATA

The Conditions of Tender applicable to this contract are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published in Government Gazette No. 42622, Department of Public Works Notice 423 & SANS 10845. (See www.cidb.org.za), to which tenderers are referred to for their information purposes in relation to this Tender Data.

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

All references to the terms: “Tender” and “Tenders” and/or “Tenderer” and “Tenderers” in these documents and the Conditions of Tender shall have the same meaning as each other and shall be of equal force.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause number	Tender Data
C.1.1	The employer for this Contract is Independent Development Trust .
C.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures (Volume 1 of 3) T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p>Part T2: Returnables documents (Volume 2 of 3) T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p>THE CONTRACT (Volume 3 of 3)</p> <p>Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Guarantee</p> <p>Part C2: Pricing data C2.1 - Pricing instructions C2.2 - Activity Schedule (Detailed by Contractor) C2.3 - Amendments, Qualifications and Alternatives by Tenderer <i>(Where applicable)</i></p> <p>Part C3: Scope of work C3.1 - Project Specifications C3.2 - Particular Specifications C3.3 - Drawings</p> <p>Part C4: Site information C4.1 - Site information</p>

C.1.4	<p>The Employer is:</p> <p>Name: Independent Development Trust Address: Palm Square Business Park, Bonza Bay Road, Beacon Bay, East London,5241 Tel: (043) 711 6000</p> <p>Attention is drawn to the fact that verbal information given by the Employer or any other person prior to the close of tenders will not be regarded as binding on the Employer. Only information issued formally by the employer in writing to tenderers will be regarded as amending the tender documents.</p>
C.1.5	The employer reserves the right to reject award to the highest scoring tenderer (as calculated according to Clause C.3.11 should the offer pose a commercial and/ or delivery risk to the successful completion of the project and the Employer, or in line with PPR 2022 Other Objective Criteria as detailed.
C.1.6	The negotiation procedure shall be applied at the discretion of the Employer.
C.1.7	A two-envelope system will not be applied.
C.2.1	<p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <ul style="list-style-type: none"> a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) and 25(7A) of the Construction Industry Development Board Regulations, for a 8 GB class or higher of construction work; and b) submit an offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with the employer c) the tenderer is registered on the National Treasury Central Supplier Data Base (https://secure.csd.gov.za) d) the tenderer accepts that documents that have correction fluid on them will be deemed non-responsive and the documents must remain intact e) tenderers adhere to the pre-qualification criteria stated in the tender document, if any. f) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria: <ul style="list-style-type: none"> i) the employer is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the <i>CIDB Specification for Social and Economic Deliverables in Construction Works Contracts</i>; and ii) the employer agrees to provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract. <p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> 1) the entity is registered as a JV, on the approved IDT panel invited from, if not advertised in the open market; 2) every member of the joint venture is registered with the CIDB in the General Building (GB) class of work; 3) the lead partner has a contractor grading designation in the 8 GB class or higher of construction work; and 4) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 8 GB class or higher of construction work or a value determined in accordance with Regulation 25 (1B) and 25(7A) of the Construction Industry Development Regulations 5) The members / parties have signed a joint venture agreement
C.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>



NEC 3 ECC Option A
TENDERING PROCEDURES

THE APPOINTMENT OF A CONTRACTOR(TURNKEY) FOR
THE CONSTRUCTION OF A NEW SCHOOLS AT
TYELINZIMA HIGH SCOOOL, EASTERN CAPE

C.2.8 Request clarification in line with the dates stipulated under “KEY DATES AND ACTIVITIES” on **page 11**.

C.10.3	Rates and prices are the lump sum prices for each activity on the Activity Schedule unless later changed in accordance with this contract.	
C.2.12	Alternative tender offers or Qualified tenders will not be considered.	
	Section 1. Description Contents & Order for RFP Submission	
	Submission Folder Structure	
	1.1	Complete Volume 1 – file clearly named
	1.2	Complete Volume 2 – file clearly named
	1.3	Complete Volume 3 – file clearly named
	1.4	Bidder must be registered on CSD, If it is a joint venture all parties must be registered on CSD – file clearly named
	1.5	Supporting Evidence for Volume 2 with Index – file clearly named
	1.5.1	Document order to be exactly as per Table of Contents in Volume 2 – accurate Content List required.
	1.5.2	Tenderer may not scan submission in order other than specified in Volume 2.
	1.5.3	All other supporting documents for evaluation criteria to be included here as well.
	1.6	Activity Schedule – file clearly named
	NB: FAILURE TO SUBMIT IN THE FORMAT/ ORDER REQUIRED MAY RENDER THE BID INVALID.	

C.2.13.3	The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
C.2.13.4	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender Box: Independent Development Trust</p> <p>Physical address: Palm Square Business Park, Bonza Bay Road, Beacon Bay, East London</p> <p>Identification details: TENDER NO: IDTEC/40/DOE/2024/25 AND BID DESCRIPTION: THE APPOINTMENT OF A CONTRACTOR (TURNKEY) FOR THE CONSTRUCTION OF A NEW SCHOOL AT TYELINZIMA HIGH SCHOOL, EASTERN CAPE</p>
C.2.13.5	A two (A2) -envelope system is not required.
C.2.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2.14	By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.
C.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16	The tender offer validity period is 90 days from the closing time for submission of Tenders.
C.2.18	The tenderer 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 Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19	Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.
C.2.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer or financial institution undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document.
C.2.23	<p>The tenderer is required to submit with his tender:</p> <ul style="list-style-type: none"> a) A copy of the entity's Professional Indemnity Insurance (<i>where applicable</i>). b) A Valid Copy of the Tenderer's Workmen's Compensation Certificate, Act 4 of 2002. c) A Valid Copy of the Tenderer's Unemployment Insurance Certificate, Act 4 of 2002. d) A signed Joint Venture Agreement (if Tenderer is a Joint Venture). e) Letter of Intent for Performance Bond.
C.3.1.1	The Employer will respond to requests for clarification received as stipulated on page 11 before the tender closing time.

C.3.11

The procedure for the evaluation of responsive tenders is **Method 1: Price and Preference (specifically Excl. Preference)**.

Evaluation will be in **three** stages modified to comply with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022, namely:

- **Stage 1:** Responsiveness Evaluation
- **Stage 2:** Financial Offer and Preference Evaluation
- **Stage 3:** Objective Criteria & Risk Analysis

Stage 1: Responsiveness Evaluation

STAGE 1:

Mandatory Requirements/Documents:

CIDB Requirements: required grading Grade 8GB or Higher.

Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with **Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations**, for a GB (General Building) class of construction work, are eligible to have their tenders evaluated.

- 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, published in Gazette Notice No.36190 of 25 February 2013

Joint ventures are eligible to submit tenders provided that:

- Every member of the joint venture is registered with the CIDB;
- The lead partner has a contractor grading designation in the GB (General Building) class of construction work; not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.
- The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

IDT will verify whether the Bidders have an active and valid CIDB registration as required above

- Bidder must be CSD registered, if JV/Consortium submit all JV members must be registered.
- Fully Completed and Signed Standard Bidding Documents (SBDs). All blank spaces must be completed. Bidders to indicate items that are not applicable. The following SBDs are to be fully completed:
 - Invitation to Bid (SBD 1)
 - Declaration of Interest (SBD 4)
 - Preference Points Claim Forms (SBD 6.1)
- Resolution for signatory.
- Signed joint venture/consortium agreement (if applicable).
- Fully completed and signed form of offer and acceptance.

- Completed BOQ (in black pen ink- In cases where only final amount is provided, it will be considered that the total amount is inclusive of all items on the BoQ and are inclusive of VAT). No erasable inks allowed.
- Acknowledgement of Record of Addenda to bid document.

If any of the Directors are in the employment of the state, Where a person within the Bidding Entity is an Employee of the State, Bidder should

- Submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- "The PFMA")
- Submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee
- If any of its Directors are listed on the register of defaulters, shall result in disqualification of the bid.
- Proof of professional registration for professional team:
 - Project Manager (Team leader) - Pr.CPM (SACPCMP).
 - Architects (SACAP)
 - Quantity Surveyor (SACQSP)
 - Civil Engineer (ECSA)
 - Structural Engineers (ECSA)
 - Mechanical Engineers (ECSA)
 - Electrical Engineer (ECSA)
 - Occupational health and Safety Agent (SACPCMP)

NB: Failure to comply with any of the above-mentioned requirements will result in automatic disqualification of the bid response.

Bidders shall take note of the following conditions:

- The successful bidder will be required to submit a Letter of Good Standing from the Compensation Commission within 14 days after award and before the contract can be signed
- Performance Guarantee to be submitted within 14 days after award.
- The Bid Validity period is 90 days.
- An approved and project specific Health and Safety file within 14 days upon appointment.
- An Approved Construction Methodology to proceed to work on flats with tenants.
- No correction fluid to be used and all errors to be initialled

Functional Evaluation – Only Bidders who score 70 points and above will be evaluated further.

Functional Evaluation (Summary)

The following main criteria with detailed score breakdown will be used to score functionality:

CATEGORY	FUNCTIONALITY CRITERIA	POINTS (MAXIMUM)
1.1.	Experience of Tenderer (Appointment Letter and Completion Certificates)	35
1.2.	Experience of Tenderer (Client References)	10
2.	Key Personnel (CV, Qualifications and Professional Registration)	35
	Project Manager (Team leader) - Pr.CPM (SACPCMP). 5 years post-registration experience.	5
	Architect - Pr. Arch / Pr. Sen Arch Tech (SACAP). 5 years post-registration experience.	5
	Quantity Surveyor- (Pr. QS- SACQSP). 5 years post-registration experience.	5
	Civil/Structural Engineer- (Pr. Eng / Pr. Tech. Eng -ECSA). 5 years post-registration experience.	5
	Electrical/Mechanical Engineer- (Pr. Eng / Pr. Tech. Eng - ECSA). 5 years post-registration experience.	5
	Occupational Health and Safety Agent-(Pr.CHSA-SACPCMP). 5 years post-registration experience.	5
	Site Agent- Pr.CPM (SACPCMP). 20 years or more related working experience.	5
3.	Construction Programme and Methodology	5
4	Financial Capacity	10
5	Locality	5
Total		100

Stage 3: Preferential Point System

With reference to the PPR 2022, the evaluation shall be based on the **90/10** Principle and the points for evaluation criteria are as follows:

Evaluation Criteria		Points
1.	Price	90
2.	Specific Goals	10
3.	Total	100

TENDERING PROCEDURES

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

1. CLAIMING OF PREFERENCE POINTS

- 1.1. Preference points allocated Historically Disadvantaged individuals may be claimed by Persons who had no franchise in national elections prior to 1983 and 1993.
- 1.2. Preference points allocated for women may be claimed if there is sufficient evidence that such woman has ownership of 51% or more of the enterprise shareholding.
- 1.3. Preference points allocated for persons with disabilities may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding.
- 1.4. Preference points allocated for promotion of youth may only be claimed if there is sufficient evidence that such youth has ownership of 51% or more of the enterprise shareholding.
- 1.5. Preference points for Locality may be allocated for promotion of enterprises located within the Eastern Cape Province may be claimed by submission of proof that the enterprise is located within the borders of Eastern Cape Province. This includes an enterprise whose head office may be situated in another province but has a fully-fledged branch within Eastern Cape Province.

Enterprises located outside the borders of the Eastern Cape Province and who only appoints

agents and/or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.

1.6. Preference points may be allocated to other RDP goals as follows:

- (i) Promotion of south African owned enterprises
- (ii) Promotion of export-oriented production to create jobs
- (iii) Creation of new jobs or intensification of labour absorption
- (iv) Promotion of enterprises located in the rural areas
- (v) Promotion of enterprises located in specific municipal area for work to be done or service to be rendered in that municipal area.

Risk Analysis & Other Objective Criteria

- a) Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as “**Other Objective Criteria**” in terms of the PPR2022, in order to ascertain suitability for award – we reserve the right to clarify any aspects listed hereunder where applicable.
- i) If having passed Responsiveness, the tenderer will again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Complaint Pin issued by the South African Revenue Services.
 - ii) Fully compliant and registered with the National Treasury Central Supplier Database.
 - iii) No misrepresentation in the tender information submitted.
 - iv) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
 - v) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.
 - vi) Convicted by a court of law for fraud and corruption.
 - vii) Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.
 - viii) Financial health of the bidder may be assessed if deemed necessary, to ensure that the service provider will be able to operate as per required deliverables (Ratios: Accounts Receivable & Payable Turnover, Liquidity & Solvency).
 - ix) Unduly high or unduly low Tendered rates in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the costs are reasonable and balanced. Tenders may be disqualified if tendered rates are found to be distorted. The market average of received bid prices excluding Outliers, as well as the IDT QS estimate will be used as a guide to indicate financial risk.
 - x) In terms of unduly high Tendered amounts in the Tender offer, refer to the PPR2022.
 - xi) PEP Check and Procure Check to be initiated and if negative, may result in exclusion.
- xii) As per **Additional Conditions of Tender**.
- b) Secondly, a further risk analysis may be performed on the Tenderers having the highest ranking / number of points to ascertain if any of the following, as relevant, presents an unacceptable commercial risk to the employer in terms of:

	<ul style="list-style-type: none"> i) The contents of project specific tender returnable will be assessed i.e. project specific resources, professional indemnity insurance other insurance required, professional registration, approach and methodology which are to be included in the contract ii) Bidder must provide a breakdown and schedule with activity list and pricing, programme of works.
C.3.11.1	The financial offer may be reduced to a comparative basis using the Tender Assessment Schedule.
C.3.17	<p>The number of paper copies of the signed contract to be provided by the employer is one (1).</p> <ul style="list-style-type: none"> 1. Application of Pre-Qualification Criteria in line with the PPPFA: PPR 2022; 2. Application of Subcontracting as a Condition of Tender, in line with the PPPFA: PPR 2022; <p>2.1 The basis and conditions for sub-contracting as a condition of tender, is further detailed under Table 2 below.</p> <p>The Tenderer if successful in this bid offer, will be provided specific time stipulated in the Conditional Appointment Letter from communication of the Conditional Appointment Letter, to provide the Signed Subcontracting Agreement(s) and Supporting Documents, in line with the information detailed in this Returnable. Failure to adhere to this will result in the immediate retraction of the Conditional Appointment Letter, without an option to rectify.</p>

Additional Conditions to Tender

- i. The offer of award will be informed by the best Value for Money, Risk Allocation and Risk Profile of the bidder.
 - **Value for Money** = Improved total cost.
 - **Risk Allocation** = Considering other awards made, including the logistical allocation of other projects.
 - **Risk Profile** = Considering the profiles of entities, such as but not limited to Procure Check, PEP Checks, Directorship and IDT Project non-performance concerns etc.
- ii. The IDT reserves the right to negotiate to ensure the value for money principle is not compromised.
- iii. The IDT reserves the right to award the scope in full or part thereof, subject to budget availability.
- iv. In the event of a partial award, the IDT reserves the right for items excluded from the award, to be retendered in a new tender process.
- v. All subcontractors need to be from the local area, i.e. Eastern Cape to be sourced through a localised procurement process post award. Subcontract more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that can execute the subcontract, may not score for preference.

The following circumstances may deem a bid invalid if not addressed:

- a) If the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
- b) If the tender is not completed in non-erasable ink;

	<p>c) If the Form of Offer and Acceptance has not been signed;</p> <p>d) If the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.</p>
	<p>Negotiations with preferred tenderers</p> <p>The Employer may negotiate the final terms of a contract with tenderers identified through the competitive tendering process as preferred tenderers, provided that such negotiation:</p> <ul style="list-style-type: none"> a) IDTs not allow any preferred tenderer a second or unfair opportunity; b) is not to the detriment of any other tenderer; and c) IDTs not lead to a higher price than the tender as submitted. <p>Minutes of any such negotiations shall be kept for record purposes.</p>

The following documents are relevant to this Tender and Tenderers are advised to obtain their own copies thereof:

#	Document	Applicable (Y/N)
1.1	NEC 3 Engineering and Construction Contract Option A: Priced Contract with Activity Schedule of April 2013 (including amendments).	Y
1.2	NEC 3 Term Services Agreement	Y
2	Standardized Specifications for Civil Engineering Construction SANS 1200	Y
3	Code of Practice for the application of the National Building Regulations" SABS 0400-1990	Y
4	The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, Edition 23 (latest edition) including the Code of Practice: Managing exposure to SARS-CoV-2 in the workplace.	Y
5	Safety, Health, Environmental and Quality Policy for Construction and Maintenance Programmes, Health and Safety Baseline Specification, Baseline Risk Assessment.	Y
6	The Standard Conditions of Tender to follow is obtained from Annexure F of CIDB Standard for Uniformity in Construction Procurement, Board Notice 136 Government Gazette No. 38960 of 10 July 2015, which contains references to the Tender Data for details that apply specifically to the Tender.	Y
7	In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.	Y
7.1	The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Gazette Notice No 33239 of 28 May 2010	Y
7.2	SANS 1921:2004 Construction and Management:	Y
7.2.1	Part 1: General Engineering and Construction Works;	Y
7.2.2	Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor;	N
7.2.3	Part 3: Structural Steelwork;	Y
7.2.4	Part 5: Earthworks Activities which are to be performed by hand.	Y

VOLUME 2



INDEPENDENT DEVELOPMENT TRUST

REQUEST FOR BID ON

THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE CONSTRUCTION OF TYELINZIMA HS,
EASTERN CAPE

8 GB or Higher

EMIS NO:200400086

DISTRICT: OR TAMBO

IDTEC/40/DOE/2024/25

Consisting of: Three Volumes

BIDDER:

CRS NO:

CSD BIDDER NO:.....

Compiled for:

SUPPLY CHAIN MANAGEMENT
INDEPENDENT DEVELOPMENT TRUST
PALM SQUARE BUSINESS PARK
SILVERWOOD HOUSE
BONZA BAY ROAD, BEACON BAY
EAST LONDON . 5241

DECEMBER 2024

PNO: 9013649

VOLUME 2 OF 3



VOLUME 2 OF 3

TENDER RETURNABLES

RETURNABLE DOCUMENT CHECKLIST & COMPILATION INSTRUCTIONS

Tenderers are to complete the checklist, by indicating **YES** or **NO** within the Compliance column, to ensure that all information in the Tender Document is read, completed, and included in full by the Tenderer.

- 1) All forms must be properly completed and signed as required and the document shall not be taken apart or altered in any way whatsoever.
- 2) Tenderers must ensure each of the listed Returnables are populated and signed in full.
- 3) All forms must be duly completed in black ink as required.

Name: Signature

Capacity:

LIST OF RETURNABLES CHECKLIST				
SECTION	VOLUME 2: MAIN INDEX	T2.1 - T2.4	PAGE	TENDERER COMPLIED?
T2.1	Forms, Certificates and Schedules required for Evaluation of Tender Responsiveness		5	
T2.2	Other forms, certificates and schedules that will be incorporated into the contract		24	
T2.3	Documentation, forms, and schedules required for Tender evaluation purposes		52	
T2.4	Other documentation, forms and schedules required for Tender evaluation purposes		66	
SECTION	SUB-INDEX	T2.1	PAGE	TENDERER COMPLIED?
T2.1.1	Tender Site Briefing /Site Inspection Attendance Register		6	
T2.1.2	Certificate of Authority for Signatory		7	
T2.1.3	Registration Certificates/Agreements/Identity Documents		11	
T2.1.4	Joint Venture/Consortium Disclosure Form		12	
T2.1.5	Tax Compliance Requirements		21	
T2.1.6	Proof of Workmen's Compensation Registration		23	
SECTION	SUB-INDEX	T2.2	PAGE	TENDERER COMPLIED?
T2.2.1	Record of Addenda to Tender documents		24	
T2.2.2	Local Employment & Sourcing		25	
T2.2.3	Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2002)		26	
T2.2.4	Form Concerning Fulfilment of the Construction Regulations, 2014		27	
T2.2.5	Bidder's Declaration form (SBD4)		30	
T2.2.8	Service Provider Code of Conduct		33	
T2.2.9	RFP Declaration Form		45	
T2.2.10	Compulsory Enterprise Questionnaire		34	
T2.2.11	Certificate of Acquaintance with Tender Document		50	
SECTION	SUB-INDEX	T2.3	PAGE	TENDERER COMPLIED?

T2.3	Functionality Evaluation	35	
T2.3.1	Related Experience of Tenderer	41	
T2.3.2	Management and CV's of Key Persons	43	
T2.3.3	Schedule of Plant and Equipment		
T2.3.4	Schedule of Proposed Consultants	44	
T2.3.6	Programme and Methodology	45	
T2.3.6	Financial Standing / Bank Rating		
T2.3.7	Quality Plan	46	
T2.3.8	Health and Safety	47	
T2.3.9	Capacity and Ability to meet Delivery Schedule	48	
SECTION	SUB-INDEX T2.4	PAGE	TENDERER COMPLIED?
T2.4.1	Form of the Performance Guarantee	67	
T2.4.3	SBD6.1: Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022	79	
SECTION	VOLUME 3: THE CONTRACT PART C	PAGE	TENDERER COMPLIED?
C1	Agreement and Contract Data	4	
C2	Pricing Data	40	
C3	Scope of Work	46	
C4	Site Information	53	

Name: Signature

Capacity:



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TENDER RETURNABLES

Tender No. IDTEC/40/DOE/2024/25
THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR
THE CONSTRUCTION OF A NEW SCHOOL AT
TYELINZIMA HIGH SCHOOL, EASTERN CAPE

PART T2:RETURNABLE DOCUMENTS

Notes:

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

SECTION	MAIN INDEX	T2.1 - T2.4	PAGE	TENDERER COMPLIED?
T2.1	Forms, Certificates and Schedules required for Evaluation of Tender Responsiveness		5	
T2.2	Other forms, certificates and schedules that will be incorporated into the contract		24	
T2.3	Documentation, forms, and schedules required for Tender evaluation purposes		52	
T2.4	Other documentation, forms and schedules required for Tender evaluation purposes		66	

Name: Signature

Capacity:



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TYELINZIMA HIGH SCHOOL, EASTERN CAPE

PART T2.1: RETURNABLE DOCUMENTS

Notes:

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

SECTION	SUB-INDEX T2.1	PAGE	TENDERER COMPLIED?
T2.1.1	Tender Site Briefing / Site Inspection Attendance Register	6	
T2.1.2	Certificate of Authority for Signatory	7	
T2.1.3	Registration Certificates/Agreements/Identity Documents	10	
T2.1.4	Joint Venture/Consortium Disclosure Form	11	
T2.1.5	Tax Compliance Requirements	20	
T2.1.6	Proof of Valid Registration with CIDB	21	
T2.1.7	Proof of Workmen's Compensation Registration (COIDA)	22	

Name: Signature

Capacity:



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PART T2.1.1: BRIEFING / SITE INSPECTION ATTENDANCE REGISTER

Project title:	THE APPOINTMENT OF A CONTRACTOR (TURNKEY) FOR THE CONSTRUCTION OF A NEW SCHOOL AT TYELINZIMA HIGH SCHOOL, EASTERN CAPE
Tender No:	IDTEC/40/DOE/2024/25



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THE CONSTRUCTION OF A NEW SCHOOL AT
TYELINZIMA HIGH SCHOOL

PART T2.1.2: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Project title:	THE APPOINTMENT OF A CONTRACTOR (TURNKEY) FOR THE CONSTRUCTION OF A NEW SCHOOL AT TYELINZIMA HIGH SCHOOL, EASTERN CAPE
Tender No:	IDTEC/40/DOE/2024/25

NOTE: This returnable document must be on a company letterhead

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form on the company's letterhead.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorized to sign all documents in connection with the bidder for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____

2. _____ SIGNATURE: _____



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TYELINZIMA HIGH SCHOOL, EASTERN CAPE

PART T2.1.3: REGISTRATION CERTIFICATES/AGREEMENTS/IDENTITY DOCUMENTS

Attach hereto certified copies of Registration Certificates for Companies and Closed Corporations and certified copies of Identity Documents for Partnerships and Sole proprietors as well as signed Agreements and Powers of Attorney for Joint Venture / Consortium if applicable.

Including relevant Identity Documents and complete disclosure of Shareholding of the tenderer.

Non-submission hereof may deem your tender non-responsive.

I, _____ of _____,
(Authorized Signatory) (Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

(Signature)

(Date)

PART T2.1.4: JOINT VENTURE/CONSORTIUM DISCLOSURE FORM

**TO BE COMPLETED ONLY IF TENDER IS SUBMITTED IN A
JOINT VENTURE OR CONSORTIUM**

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between joint venture partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) Affirmable Business Enterprise (ABE) partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture tenderer will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address.....
.....
- c) Physical address
- d) Telephone
- e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

11.1. (a) Name of
Postal Address
Physical Address
Telephone
Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

2.2. (a) Name of Firm
Postal Address
Physical Address
Telephone
Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements.....
(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1. (a) Name of Firm
Postal Address
Physical Address
Telephone
Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

3.2. (a) Name of Firm
Postal Address
Physical Address
Telephone
Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements.....



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TYELINZIMA HIGH SCHOOL, EASTERN CAPE

- 12.3. (a) Name of
Postal Address
Physical Address
Telephone
Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements.....
(Continue as required for further Affirmable Joint Venture Partners)

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

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

5. OWNERSHIP OF THE JOINT VENTURE

- a) Affirmable Joint Venture Partner ownership percentage(s) %
b) Non-Affirmable Joint Venture Partner ownership percentage(s)..... %
c) Affirmable Joint Venture Partner percentages in respect of: *
(i) Profit and loss sharing.....
(ii) Initial capital contribution in Rands.....
.....
.....
(*Brief descriptions and further particulars should be provided to clarify percentages).
(iii) Anticipated on-going capital contributions in Rands
.....
.....
(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.
.....
.....
.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		
	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g., co-signature requirements and Rand limits).

(a) Joint Venture payment approvals

.....

.....

.....

(b) Authority to enter contracts on behalf of the Joint Venture

.....

.....

.....



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TYELINZIMA HIGH SCHOOL, EASTERN CAPE

(c) Signing, co-signing and/or collateralising of loans

.....

.....

.....

(d) Acquisition of lines of credit

.....

.....

.....

(e) Acquisition of performance guarantees

.....

.....

.....

(f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the “managing partner”, if any,

.....

.....

- (b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

- (c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

* Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

10. PERSONNEL

- (a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS



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TYELINZIMA HIGH SCHOOL, EASTERN CAPE

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the way the Joint Venture is structured and controlled.

.....

.....

.....



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THE CONSTRUCTION OF A NEW SCHOOL AT
TYELINZIMA HIGH SCHOOL, EASTERN CAPE

.....
.....
The undersigned warrants that he/she is duly authorized to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records, and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorized representatives of the Employer.

Signature

Duly authorized to sign on behalf of.....

Name

Address

Telephone

Date

Signature

Duly authorized to sign on behalf of.....

Name

Address

Telephone

Date

Signature

Duly authorized to sign on behalf of.....

Name

Address

Telephone



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THE CONSTRUCTION OF A NEW SCHOOL AT
TYELINZIMA HIGH SCHOOL, EASTERN CAPE

Date

Signature

Duly authorized to sign on behalf of.....

Name

Address

Telephone

Date

Signature

Duly authorized to sign on behalf of.....

Name

Address

Telephone

Date

Signature

Duly authorized to sign on behalf of.....

Name

Address

Telephone

Date

PART T2.1.5: TAX COMPLIANCE REQUIREMENTS

IT IS A CONDITION OF THIS TENDER THAT THE TAXES OF THE TENDERER MUST BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH THE SOUTH AFRICAN REVENUE SERVICES (SARS) TO MEET THE RESPONDENT'S TAX OBLIGATIONS. (AS PER NATIONAL TREASURY INSTRUCTION NOTE 9 of 2017/18)

PART T2.1.6: PROOF OF VALID REGISTRATION WITH CIDB & CSD

The Tenderer must provide CRS NO and CSD Supplier number on the first page of tender document.

In the case of Consortium/Joint Venture Tenders, each partner shall provide their own valid CIDB registration certificate and CSD, including for the Joint Venture.

Registration on the Central Supplier Database (CSD) site of the National Treasury is a compulsory requirement for a tenderer to conduct business with IDT. The onus is on each tenderer to register on the CSD site and provide proof of registration on the CSD site in the form of a report as prescribed in this returnable

All prospective tenderers must have a tax compliant status on the Central Supplier Database (CSD) of the National Treasury and is required to attach proof of compliant status in the form of a CSD Summary Report at the time of tender submission.

PART T2.1.7: PROOF OF WORKMEN'S COMPENSATION REGISTRATION (COIDA)

The Tenderer shall attach hereto valid proof of workmen's compensation registration or proof of payment of contributions in terms of the Compensation of Occupational Injuries and Diseases Act, No. 130 of 1993).

PART T2.2: RETURNABLE DOCUMENTS

Notes:

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

SECTION	SUB-INDEX T2.2	PAGE	TENDERER COMPLIED?
T2.2.1	Record of Addenda to Tender documents	24	
T2.2.2	Local Employment & Sourcing	25	
T2.2.3	Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2004)	26	
T2.2.4	Form Concerning Fulfilment of the Construction Regulations, 2014	27	
T2.2.5	Bidder's Closure	30	
T2.2.6	Service Provider Code of Conduct	41	
T2.2.7	Compulsory Enterprise Questionnaire	46	
T2.2.8	Certificate of Acquaintance with Tender Document	49	

Name: Signature

Capacity:

PART T2.2.1: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE CONSTRUCTION OF A NEW SCHOOL AT TYELINZIMA HIGH SCHOOL, EASTERN CAPE
Tender No:	IDTEC/40/DOE/2024/25

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed Date

Name Position

Bidder

PART T2.2.2: LOCAL EMPLOYMENT & SOURCING

The IDT has identified job creation and access to procurement opportunities by Start-ups, Small and Micro Enterprises (SMMEs) in the local community of the project area, as an essential requirement towards building an economically viable country. As such, the below targets will be a condition of contract.

IT IS A CONDITION OF THIS TENDER THAT THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO SUBCONTRACT A MINIMUM VALUE OF WORK TO SMME'S EQUAL TO 30% OF THE BUILDING WORKS IN LINE WITH THE PPPFA, Preferential Procurement Regulations 2017.

General Labour minimum target

It is mandatory that tenderers/bidders employ the minimum stipulated personnel on the contracts for the local community where the project is being implemented. This employment is outside the existing employees of the tenderers/bidders.

For the general labour force, the minimum number of people to be employed for the duration of the project will be calculated from the formula below.

$$\text{Number } 000 \text{ Employees} = 4 * \left[\frac{(\text{Contract Value in Rand})}{R1,000,000} \right]$$

Tenderers are to also note that it is an explicit condition of this tender that all unskilled labourers on the project are to be employed from the local community. The Contractor is therefore expected in general to maximise the involvement of the local community.

Take note that the local labour employed must not be paid lower than the minimum approved municipal rates in that district or area. The Contractor shall be required to submit employment data monthly to the Project Manager.

I, _____ of _____,
(Authorized Signatory) (Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

(Signature)

(Date)

**PART T2.2.3: UNEMPLOYMENT INSURANCE FUND (UIF) – REGISTRATION CERTIFICATE
(ACT 4 OF 2004)**

A valid Tenderer's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here.

PART T2.2.4: FORM CONCERNING FULFILMENT OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993), EDITION 23(LATEST EDITION) INCLUDING THE CODE OF PRACTICE: MANAGING EXPOSURE TO SARS-COV-2 IN THE WORKPLACE

In terms of regulation 5 (g), (h), (i) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Client/Client Agent shall ensure:

- that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures;
- that the Principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely; and
- take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with these Regulations:

1. I confirm that I am fully conversant with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and Construction Regulations 2014 and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), Edition 23(latest edition) including the Code of Practice: Managing exposure to SARS-CoV-2 in the workplace.

(Tick)

YES	
-----	--

NO	
----	--

2. Proposed approach to achieve compliance with all Regulations

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist sub-contract resources (competent) - specify:	

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

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CV's to be attached).

.....

.....

.....

4. Provide proof of Legal Liability training conducted from accredited service provider for all legal appointees as per legislation requirements:

.....

.....

.....

.....

5. Potential key risks identified and measures for addressing risks:

.....

.....

.....

6. I have fully included in my Tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training, and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

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TYELINZIMA HIGH SCHOOL, EASTERN CAPE**

(Tick)

YES	
NO	

7. I confirm that I am fully conversant with Construction Regulations 2014 "Duties of Principal Contractor and contractor and that my company comply with all of the requirements of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), Edition 23(latest edition) including the Code of Practice: Managing exposure to SARS-CoV-2 in the workplace.

(Tick)

YES	
NO	

8. I confirm that I am fully conversant with Construction Regulations 2014 "Duties of Principal Contractor and contractor and that my company comply with all of the requirements of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), Regulations and Exemptions

(Tick)

YES	
NO	

9. I confirm that I have read the Safety, Health, Environment and Quality Policy for Construction and Maintenance Programmes and that my company will comply with all requirements stated in all Annexures and Amendments.

(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORIZED TO SIGN THIS TENDER:

1. Date
2. Date

PART T2.2.5: BIDDER'S DISCLOSURE – SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

2.2

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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



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THE CONSTRUCTION OF A NEW SCHOOL AT
TYELINZIMA HIGH SCHOOL, EASTERN CAPE

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PART T2.2.8: SERVICE PROVIDER CODE OF CONDUCT

IDT aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any service provider dealing with IDT must understand and support. These are:

- Section 217 of the Constitution of the Republic of South Africa, 1996 - the five pillars of Public Procurement and Supply Chain Management: fair, equitable, transparent, competitive, and cost effective;
- The Public Finance Management Act, Act 1 of 1999 (PFMA);
- The Broad Based Black Economic Empowerment Act, Act 53 of 2003 (B-BBEE);
- The Companies Act, Act 71 of 2008,
- The Prevention and Combating of Corrupt Activities Act, Act 12 of 2004 (PRECCA);
- The Protected Disclosures Act, Act 26 of 2000,
- The Construction Industry Development Board Act, Act 38 of 2000 (CIDB Act); and
- The Preferential Procurement Policy Framework Act, Act 5 of 2000.

This code of conduct has been included in this contract to formally appraise IDT Service providers of IDT's expectations regarding behaviour and conduct of its Service providers. The tenderer will share this code of conduct with its subcontractor(s) prior to submitting the tender and ensure adherence to it by the subcontractor(s).

PART T2.2.10: COMPULSORY ENTERPRISE QUESTIONNAIRE

Project title:	THE APPOINTMENT OF A CONTRACTOR (TURNKEY) FOR THE CONSTRUCTION OF A NEW SCHOOL AT TYELINZIMA HIGH SCHOOL, EASTERN CAPE		
Tender No.:	IDTEC/40/DOE/2024/25		
The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.			
Section 1: Name of enterprise:			
Section 2: VAT registration number, if any:			
Section 3: CIDB registration number, if any:			
Section 4: CSD number:			
Section 5: Particulars of sole proprietors and partners in partnerships:			
Name*	Identity number*	Personal income tax number*	
<i>*Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i>			
Section 6: Particulars of companies and close corporations			
Company registration number:			
Close corporation number:			
Tax reference number:			
Section 7: SBD4 issued by National Treasury must be completed for each Bidder and be attached as a Request for Quotation requirement.			
Section 8: SBD6 issued by National Treasury must be completed for each Bidder and be attached as a Request for Quotation requirement.			
The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise:			
<ul style="list-style-type: none"> i) authorizes the employer to verify the Bidders tax clearance status from the South African Revenue Services that it is in order; ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise control over the enterprise appears, has within the last five years been convicted of fraud or corruption; iv) confirms that I / we are not associated, linked or involved with any other bidding entities submitting Request for Quotation offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct. 			
Signed		Date	
Name		Position	
Enterprise name			

PART T2.3: RETURNABLE DOCUMENTS

Notes:

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

SECTION	SUB-INDEX T2.3	PAGE	TENDERER COMPLIED?
T2.3.	Functionality Evaluation	35	
T2.3.1	Related Experience of Tenderer	41	
T2.3.2	Management and CV's of Key Persons	43	
T2.3.3	Schedule of Plant and Equipment		
T2.3.4	Schedule of Proposed Consultants	44	
T2.3.5	Programme and Methodology	45	
T2.3.6	Financial Standing / Bank Rating-INCLUDE		
T2.3.7	Quality Plan	46	
T2.3.8	Health and Safety	47	
T2.3.9	Capacity and Ability to meet Delivery Schedule	48	

Name: Signature

Capacity:

Functional Evaluation – Only Bidders who score 70 points and above will be evaluated further.

Functional Evaluation (Summary)																
The following main criteria with detailed score breakdown will be used to score functionality:																
CATEGORY	FUNCTIONALITY CRITERIA	POINTS (MAXIMUM)														
1.1.	Experience of Tenderer (Appointment Letter and Completion Certificates)	35														
1.2.	Experience of Tenderer (Client References)	10														
2.	Key Personnel (CV, Qualifications and Professional Registration)	35														
	<table><tr><td>Project Manager (Team leader) - Pr.CPM (SACPCMP). 5 years post-registration experience.</td><td>5</td></tr><tr><td>Architect - Pr. Arch / Pr. Sen Arch Tech (SACAP). 5 years post-registration experience.</td><td>5</td></tr><tr><td>Quantity Surveyor- (Pr. QS- SACQSP). 5 years post-registration experience.</td><td>5</td></tr><tr><td>Civil/Structural Engineer- (Pr. Eng / Pr. Tech. Eng -ECSA). 5 years post-registration experience.</td><td>5</td></tr><tr><td>Electrical/Mechanical Engineer- (Pr. Eng / Pr. Tech. Eng - ECSA). 5 years post-registration experience.</td><td>5</td></tr><tr><td>Occupational Health and Safety Agent-(Pr.CHSA-SACPCMP). 5 years post-registration experience.</td><td>5</td></tr><tr><td>Site Agent- Pr.CPM (SACPCMP). 20 years or more related working experience.</td><td>5</td></tr></table>	Project Manager (Team leader) - Pr.CPM (SACPCMP). 5 years post-registration experience.	5	Architect - Pr. Arch / Pr. Sen Arch Tech (SACAP). 5 years post-registration experience.	5	Quantity Surveyor- (Pr. QS- SACQSP). 5 years post-registration experience.	5	Civil/Structural Engineer- (Pr. Eng / Pr. Tech. Eng -ECSA). 5 years post-registration experience.	5	Electrical/Mechanical Engineer- (Pr. Eng / Pr. Tech. Eng - ECSA). 5 years post-registration experience.	5	Occupational Health and Safety Agent-(Pr.CHSA-SACPCMP). 5 years post-registration experience.	5	Site Agent- Pr.CPM (SACPCMP). 20 years or more related working experience.	5	
Project Manager (Team leader) - Pr.CPM (SACPCMP). 5 years post-registration experience.	5															
Architect - Pr. Arch / Pr. Sen Arch Tech (SACAP). 5 years post-registration experience.	5															
Quantity Surveyor- (Pr. QS- SACQSP). 5 years post-registration experience.	5															
Civil/Structural Engineer- (Pr. Eng / Pr. Tech. Eng -ECSA). 5 years post-registration experience.	5															
Electrical/Mechanical Engineer- (Pr. Eng / Pr. Tech. Eng - ECSA). 5 years post-registration experience.	5															
Occupational Health and Safety Agent-(Pr.CHSA-SACPCMP). 5 years post-registration experience.	5															
Site Agent- Pr.CPM (SACPCMP). 20 years or more related working experience.	5															
3.	Construction Programme and Methodology	5														
4	Financial Capacity	10														
5	Locality	5														
Total		100														

1.1	<div>Company Experience (Part A- Appointment Letter and Completion Certificates)</div> <div>Tenderer must have completed at least 4 general building Projects in the last 10 years, with a minimum total value of R30m per project. Only a letter of appointment (on the Client’s letterhead and showing the project value) and a completion certificate will be accepted as evidence of track record. Maximum points will be awarded to a bidder who submits 4 or more projects per the criteria stated above.</div> <table><tr><td>4 Similar or more projects completed over the last 10 years</td><td>35</td></tr><tr><td>3 Similar projects completed over the last 10 years</td><td>20</td></tr><tr><td>2 Similar projects completed over the last 10 years</td><td>10</td></tr><tr><td>1 Similar project completed over the last 10 years</td><td>5</td></tr><tr><td>0 The tenderer/bidder failed to address the question and meet the minimum requirements for this section.</td><td>0</td></tr></table>	4 Similar or more projects completed over the last 10 years	35	3 Similar projects completed over the last 10 years	20	2 Similar projects completed over the last 10 years	10	1 Similar project completed over the last 10 years	5	0 The tenderer/bidder failed to address the question and meet the minimum requirements for this section.	0	35
4 Similar or more projects completed over the last 10 years	35											
3 Similar projects completed over the last 10 years	20											
2 Similar projects completed over the last 10 years	10											
1 Similar project completed over the last 10 years	5											
0 The tenderer/bidder failed to address the question and meet the minimum requirements for this section.	0											
1.2	<div>Company Experience (Part B- Client Reference)</div> <div>Tenderer must have completed at least 4 general building Projects in the last 10 years, with a minimum total value of R30m per project. Attach stamped Letters of Reference. Refer to page 20 for the Template. Bidders Can also replicate the format on a Client Letter Head. NB make sure the replicated format is aligned with the template in page 20</div> <table><tr><td>4 or more client references with a rating of Fair, Good or Excellent</td><td>10</td></tr><tr><td>3 or more client references with a rating of Fair, Good or Excellent</td><td>8</td></tr><tr><td>2 or more client references with a rating of Fair, Good or Excellent</td><td>6</td></tr><tr><td>1 or more client references with a rating of Fair, Good or Excellent</td><td>4</td></tr><tr><td>0 The tenderer/bidder failed to address the question and meet the minimum requirements for this section.</td><td>0</td></tr></table>	4 or more client references with a rating of Fair, Good or Excellent	10	3 or more client references with a rating of Fair, Good or Excellent	8	2 or more client references with a rating of Fair, Good or Excellent	6	1 or more client references with a rating of Fair, Good or Excellent	4	0 The tenderer/bidder failed to address the question and meet the minimum requirements for this section.	0	10
4 or more client references with a rating of Fair, Good or Excellent	10											
3 or more client references with a rating of Fair, Good or Excellent	8											
2 or more client references with a rating of Fair, Good or Excellent	6											
1 or more client references with a rating of Fair, Good or Excellent	4											
0 The tenderer/bidder failed to address the question and meet the minimum requirements for this section.	0											
2.	Key Personnel	35										

2.1	<p>Project Manager (Team Leader). <i>Key Personnel Experience. Points are allocated based on the required competencies and qualifications of personnel assigned to the project. Mandatory Professional registration (Pr. CPM-SACPCMP). Attach CV, qualifications, and professional registration.</i></p> <table><tr><td>Project Manager with 5 or more years of relevant post-registration experience. National Diploma, B-tech, Degree, or higher qualification in the built environment.</td><td>5</td></tr><tr><td>Project Manager with 4 to less than 5 years of relevant post-registration experience and National Diploma, B-tech, Degree, or higher qualification in the built environment.</td><td>4</td></tr><tr><td>Project Manager with 3 to less than 4 years of relevant post-registration experience. National Diploma, B-tech, Degree, or higher qualification in the built environment.</td><td>3</td></tr><tr><td>Project Manager with 2 to less than 3 years of relevant post-registration experience. National Diploma, B-tech, Degree, or higher qualification in the built environment.</td><td>2</td></tr><tr><td>Project Manager with 1 to less than 2 years of relevant post-registration experience. National Diploma, B-tech, Degree, or higher qualification or in the built environment.</td><td>1</td></tr><tr><td>The tenderer/bidder failed to address the question and meet the minimum requirements for this section.</td><td>0</td></tr></table>	Project Manager with 5 or more years of relevant post-registration experience. National Diploma, B-tech, Degree, or higher qualification in the built environment.	5	Project Manager with 4 to less than 5 years of relevant post-registration experience and National Diploma, B-tech, Degree, or higher qualification in the built environment.	4	Project Manager with 3 to less than 4 years of relevant post-registration experience. National Diploma, B-tech, Degree, or higher qualification in the built environment.	3	Project Manager with 2 to less than 3 years of relevant post-registration experience. National Diploma, B-tech, Degree, or higher qualification in the built environment.	2	Project Manager with 1 to less than 2 years of relevant post-registration experience. National Diploma, B-tech, Degree, or higher qualification or in the built environment.	1	The tenderer/bidder failed to address the question and meet the minimum requirements for this section.	0	5
Project Manager with 5 or more years of relevant post-registration experience. National Diploma, B-tech, Degree, or higher qualification in the built environment.	5													
Project Manager with 4 to less than 5 years of relevant post-registration experience and National Diploma, B-tech, Degree, or higher qualification in the built environment.	4													
Project Manager with 3 to less than 4 years of relevant post-registration experience. National Diploma, B-tech, Degree, or higher qualification in the built environment.	3													
Project Manager with 2 to less than 3 years of relevant post-registration experience. National Diploma, B-tech, Degree, or higher qualification in the built environment.	2													
Project Manager with 1 to less than 2 years of relevant post-registration experience. National Diploma, B-tech, Degree, or higher qualification or in the built environment.	1													
The tenderer/bidder failed to address the question and meet the minimum requirements for this section.	0													
2.2	<p>Architect. <i>Key Personnel Experience. Points are allocated based on the required competencies and qualifications of personnel assigned to the project. Mandatory Professional registration Pr. Arch-SACAP). Attach CV, qualifications, and professional registration.</i></p> <table><tr><td>Architect with 5 or more years of relevant post-registration experience. Bachelor of Architectural Studies (BAS), or higher.</td><td>5</td></tr><tr><td>Architect with 4 to less than 5 years of relevant post-registration experience. Bachelor of Architectural Studies (BAS), or higher.</td><td>4</td></tr><tr><td>Architect with 3 to less than 4 years of relevant post-registration experience. B Bachelor of Architectural Studies (BAS), or higher.</td><td>3</td></tr><tr><td>Architect with 2 to less than 3 years of relevant post-registration experience. Bachelor of Architectural Studies (BAS), or higher.</td><td>2</td></tr><tr><td>Architect with 1 to less than 2 years of relevant post-registration experience. Bachelor of Architectural Studies (BAS), or higher.</td><td>1</td></tr><tr><td>The tenderer/bidder failed to address the question and meet the minimum requirements for this section.</td><td>0</td></tr></table>	Architect with 5 or more years of relevant post-registration experience. Bachelor of Architectural Studies (BAS), or higher.	5	Architect with 4 to less than 5 years of relevant post-registration experience. Bachelor of Architectural Studies (BAS), or higher.	4	Architect with 3 to less than 4 years of relevant post-registration experience. B Bachelor of Architectural Studies (BAS), or higher.	3	Architect with 2 to less than 3 years of relevant post-registration experience. Bachelor of Architectural Studies (BAS), or higher.	2	Architect with 1 to less than 2 years of relevant post-registration experience. Bachelor of Architectural Studies (BAS), or higher.	1	The tenderer/bidder failed to address the question and meet the minimum requirements for this section.	0	5
Architect with 5 or more years of relevant post-registration experience. Bachelor of Architectural Studies (BAS), or higher.	5													
Architect with 4 to less than 5 years of relevant post-registration experience. Bachelor of Architectural Studies (BAS), or higher.	4													
Architect with 3 to less than 4 years of relevant post-registration experience. B Bachelor of Architectural Studies (BAS), or higher.	3													
Architect with 2 to less than 3 years of relevant post-registration experience. Bachelor of Architectural Studies (BAS), or higher.	2													
Architect with 1 to less than 2 years of relevant post-registration experience. Bachelor of Architectural Studies (BAS), or higher.	1													
The tenderer/bidder failed to address the question and meet the minimum requirements for this section.	0													
2.3	<p>Quantity Surveyor. <i>Key Personnel Experience. Points are allocated based on the required competencies and qualifications of personnel assigned to the project. Mandatory Professional registration (Pr. QS- SACQSP). Attach CV, qualifications, and professional registration.</i></p> <table><tr><td>Quantity Surveyor with 5 or more years of relevant post-registration experience. National Diploma: Building, B-Tech, Degree, or higher qualification in Quantity Surveying.</td><td>5</td></tr><tr><td>Quantity Surveyor with 4 to less than 5 years of relevant post-registration experience. National Diploma: Building, B-Tech, Degree, or higher qualification in Quantity Surveying.</td><td>4</td></tr><tr><td>Quantity Surveyor with 3 to less than 4 years of relevant post-registration experience. National Diploma: Building, B-Tech, Degree, or higher qualification in Quantity Surveying.</td><td>3</td></tr><tr><td>Quantity Surveyor with 2 to less than 3 years of relevant post-registration experience. National Diploma: Building, B-Tech, Degree, or higher qualification in Quantity Surveying.</td><td>2</td></tr></table>	Quantity Surveyor with 5 or more years of relevant post-registration experience. National Diploma: Building, B-Tech, Degree, or higher qualification in Quantity Surveying.	5	Quantity Surveyor with 4 to less than 5 years of relevant post-registration experience. National Diploma: Building, B-Tech, Degree, or higher qualification in Quantity Surveying.	4	Quantity Surveyor with 3 to less than 4 years of relevant post-registration experience. National Diploma: Building, B-Tech, Degree, or higher qualification in Quantity Surveying.	3	Quantity Surveyor with 2 to less than 3 years of relevant post-registration experience. National Diploma: Building, B-Tech, Degree, or higher qualification in Quantity Surveying.	2	5				
Quantity Surveyor with 5 or more years of relevant post-registration experience. National Diploma: Building, B-Tech, Degree, or higher qualification in Quantity Surveying.	5													
Quantity Surveyor with 4 to less than 5 years of relevant post-registration experience. National Diploma: Building, B-Tech, Degree, or higher qualification in Quantity Surveying.	4													
Quantity Surveyor with 3 to less than 4 years of relevant post-registration experience. National Diploma: Building, B-Tech, Degree, or higher qualification in Quantity Surveying.	3													
Quantity Surveyor with 2 to less than 3 years of relevant post-registration experience. National Diploma: Building, B-Tech, Degree, or higher qualification in Quantity Surveying.	2													

	Quantity Surveyor with 1 to less than 2 years of relevant post-registration experience. National Diploma: Building, B-Tech, Degree, or higher qualification in Quantity Surveying.	1	
	The tenderer/bidder failed to address the question and meet the minimum requirements for this section.	0	
2.4	Civil/Structural Engineer. Key Personnel Experience. Points are allocated based on the required competencies and qualifications of personnel assigned to the project. Mandatory Professional registration (Pr.Eng-ECSA). Attach CV, qualifications, and professional registration.		5
	Civil/Structural Engineer with 5 or more years of relevant post-registration experience. Degree, or higher qualification in Civil/Structural Engineering.	5	
	Civil/Structural Engineer with 4 to less than 5 years of relevant post-registration experience. National Diploma, B-Tech, Degree, or higher qualification in Civil/Structural Engineering.	4	
	Civil/Structural Engineer with 3 to less than 4 years of relevant post-registration experience. Degree, or higher qualification in Civil/Structural Engineering.	3	
	Civil/Structural Engineer with 2 to less than 3 years of relevant post-registration experience. Degree, or higher qualification in Civil/Structural Engineering..	2	
	Civil/Structural Engineer with 1 to less than 2 years of relevant post-registration experience. Degree, or higher qualification in Civil/Structural Engineering.	1	
	The tenderer/bidder failed to address the question and meet the minimum requirements for this section.	0	
2.5	Electrical/Mechanical Engineer. Key Personnel Experience. Points are allocated based on the required competencies and qualifications of personnel assigned to the project. Mandatory Professional registration (Pr. Eng / Pr. Tech. Eng -ECSA). Attach CV, qualifications, and professional registration.		5
	Electrical/Mechanical Engineer with 5 or more years of relevant post-registration experience. National Diploma, B-Tech, Degree, or higher qualification in Electrical/Mechanical Engineering	5	
	Electrical/Mechanical Engineer with 4 to less than 5 years of relevant post-registration experience. National Diploma, B-Tech, Degree, or higher qualification in Electrical/Mechanical Engineering .	4	
	Electrical/Mechanical Engineer with 3 to less than 4 years of relevant post-registration experience. National Diploma, B-Tech, Degree, or higher qualification in Electrical/Mechanical Engineering	3	
	Electrical/Mechanical Engineer with 2 to less than 3 years of relevant post-registration experience. National Diploma, B-Tech, Degree, or higher qualification in Electrical/Mechanical Engineering	2	
	Electrical/Mechanical Engineer with 1 to less than 2 years of relevant post-registration experience. National Diploma, B-Tech,	1	

	Degree, or higher qualification in Electrical/Mechanical Engineering		
	The tenderer/bidder failed to address the question and meet the minimum requirements for this section.	0	
2.6	Occupational Health and Safety Agent. Key Personnel Experience. Points are allocated based on the required competencies and qualifications of personnel assigned to the project. Mandatory Professional registration (Pr.CHSA-SACPCMP). Attach CV, qualifications, and professional registration.		5
	Occupational Health and Safety Agent with 5 or more years of relevant post-registration experience. National Diploma, B-tech, Degree, or higher qualification in the Safety Management or Equivalent.	5	
	Occupational Health and Safety Agent with 4 to less than 5 years of relevant post-registration experience. National Diploma, B-tech, Degree, or higher qualification in the Safety Management or Equivalent.	4	
	Occupational Health and Safety Agent with 3 to less than 4 years of relevant post-registration experience. National Diploma, B-tech, Degree, or higher qualification in the Safety Management or Equivalent.	3	
	Occupational Health and Safety Agent with 2 to less than 3 years of relevant post-registration experience. National Diploma, B-tech, Degree, or higher qualification in the Safety Management or Equivalent.	2	
	Occupational Health and Safety Agent with 1 to less than 2 years of relevant post-registration experience. National Diploma, B-tech, Degree, or higher qualification in the Safety Management or Equivalent.	1	
	The tenderer/bidder failed to address the question and meet the minimum requirements for this section.	0	
2.7	Site Agent. Key Personnel Experience. <i>Points are allocated based on the required competencies and qualifications of personnel assigned to the project. Mandatory Professional registration (Pr. CPM-SACPCMP). Attach CV, qualifications, and professional registration.</i>		5
	Site Agent with 20 or more years working experience on similar projects. National Diploma, B-tech, Degree, or higher qualification in the built environment.	5	
	Site Agent with 15 to less than 20 years working experience on similar projects. National Diploma, B-tech, Degree, or higher qualification in the built environment.	4	
	Site Agent with 12 to less than 15 years working experience on similar projects. National Diploma, B-tech, Degree, or higher qualification in the built environment.	3	
	Site Agent with 10 to less than 12 years working experience on similar projects. National Diploma, B-tech, Degree, or higher qualification in the built environment.	2	

	<table><tr><td>Site Agent with 8 to less than 10 years working experience on similar projects. National Diploma, B-tech, Degree, or higher qualification in the built environment.</td><td>1</td></tr><tr><td>The tenderer/bidder failed to address the question and meet the minimum requirements for this section.</td><td>0</td></tr></table>	Site Agent with 8 to less than 10 years working experience on similar projects. National Diploma, B-tech, Degree, or higher qualification in the built environment.	1	The tenderer/bidder failed to address the question and meet the minimum requirements for this section.	0							
Site Agent with 8 to less than 10 years working experience on similar projects. National Diploma, B-tech, Degree, or higher qualification in the built environment.	1											
The tenderer/bidder failed to address the question and meet the minimum requirements for this section.	0											
3	<p>Construction Programme and Methodology</p> <p>Bidders must submit a project construction programme and methodology. Construction programme and methodology to demonstrate a clear understanding of the project scope and cover the following:</p> <ol style="list-style-type: none">1. Project Specific Construction Programme2. Clearly articulated project scope3. Clearly articulated construction activities4. Project timelines aligned with the stated project duration.5. Systems and Software required for execution of Professional Disciplines duties ie. Project management software, Drawing Preparation Software, Bill of quantities production software, etc <table><tr><td>The construction Programme covers all 5 of the above-listed requirements.</td><td>5</td></tr><tr><td>The construction Programme covers 4 of the above-listed requirements.</td><td>4</td></tr><tr><td>The construction Programme covers 3 of the above-listed requirements.</td><td>3</td></tr><tr><td>The construction Programme covers 2 of the above-listed requirements.</td><td>2</td></tr><tr><td>The tenderer/bidder failed to address the question and meet the minimum requirements for this section.</td><td>0</td></tr></table>	The construction Programme covers all 5 of the above-listed requirements.	5	The construction Programme covers 4 of the above-listed requirements.	4	The construction Programme covers 3 of the above-listed requirements.	3	The construction Programme covers 2 of the above-listed requirements.	2	The tenderer/bidder failed to address the question and meet the minimum requirements for this section.	0	5
The construction Programme covers all 5 of the above-listed requirements.	5											
The construction Programme covers 4 of the above-listed requirements.	4											
The construction Programme covers 3 of the above-listed requirements.	3											
The construction Programme covers 2 of the above-listed requirements.	2											
The tenderer/bidder failed to address the question and meet the minimum requirements for this section.	0											
4	<p>Financial Capacity</p> <p>Bank Rated Letter confirming bidders' financial capacity to execute the works</p> <table><tr><td>Bidder has provided Bank Confirmation letter confirming Financial Capacity to execute works</td><td>10</td></tr><tr><td>Bidder has NOT provided Bank Confirmation letter confirming Financial Capacity to execute works</td><td>0</td></tr></table>	Bidder has provided Bank Confirmation letter confirming Financial Capacity to execute works	10	Bidder has NOT provided Bank Confirmation letter confirming Financial Capacity to execute works	0	10						
Bidder has provided Bank Confirmation letter confirming Financial Capacity to execute works	10											
Bidder has NOT provided Bank Confirmation letter confirming Financial Capacity to execute works	0											
5	<p>Locality</p> <p>Bidder has offices in the Eastern Cape province. Proof of locality to be provided in the form of Municipal Rates/levies Account, Lease Agreement, etc</p> <table><tr><td>Bidder has office premises in the Eastern Cape Province</td><td>5</td></tr><tr><td>Bidder does NOT have office premises in the Eastern Cape Province</td><td>0</td></tr></table>	Bidder has office premises in the Eastern Cape Province	5	Bidder does NOT have office premises in the Eastern Cape Province	0	5						
Bidder has office premises in the Eastern Cape Province	5											
Bidder does NOT have office premises in the Eastern Cape Province	0											

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PART T2.3.1: RELATED EXPERIENCE OF TENDERER

Project title:	THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE CONSTRUCTION OF A NEW SCHOOL AT TYELINZIMA HIGH SCHOOL, EASTERN CAPE
Tender No.:	IDTEC/40/DOE/2024/25

Bidders must submit a max one-page description of at least three projects successfully completed.

Attach a Completion Certificate for each of the project provided.

The description of each project must include the following information:

1. Essential introductory information:
 - 1.1. Name of project.
 - 1.2. Name of client.
 - 1.3. Contact details of client.
 - 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
 - 1.5. The period during which the project was performed, and also, if this is different, the period during which the Bidder's team members were contracted.
 - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT	NAME OF CLIENT	CONTACT DETAILS OF CLIENT	PROJECT VALUE	DATE COMPLETED
1					
2		Example only			
3					

Attach a separate page to address this issue (the above table is just for reference purposes).

The undersigned, who warrants that she/ he is duly authorized to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the Bidder are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed _____ Date _____

Name _____ Position _____

Bidder _____

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1. CURRENT PROJECTS UNDERTAKEN:

Project title:	THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE CONSTRUCTION OF A NEW SCHOOL AT TYELINZIMA HIGH SCHOOL, EASTERN CAPE
Tender No.:	IDTEC/40/DOE/2024/25

Bidders must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist).

Attach an Appointment letter for each of the project provided.

The description of each project must include the following information:

2. Essential introductory information:

- 2.1. Name of project.
- 2.2. Name of client.
- 2.3. Contact details of client.
- 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
- 2.5. The period during which the project was performed, and also, if this is different, the period during which the Bidder's team members were contracted.
- 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT	NAME OF CLIENT	CONTACT DETAILS OF CLIENT	CONTACT DETAILS OF REFERENCES	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						

Attach a separate page to address this issue (the above table is just for reference purposes).

The undersigned, who warrants that she/ he is duly authorized to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the Bidder are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed _____ Date _____

Name _____ Position _____

Bidder _____

PART T2.3.2: MANAGEMENT AND CV'S OF KEY PERSONS

Resources for construction of Tyelinzima HS: Key Project Team Qualifications, relevant professional registration, and Experience.

The experience of assigned staff members in relation to the Scope of Services will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills, and experience of the Assigned Staff in the specific sector, field, subject, etc. which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g., local conditions, legislation, techniques, etc.
- 4) Additionally, refer to Volume 1, Tender Data, and Clause F3.11.3 for functional evaluation criteria if applicable.

For purpose of evaluation, the Tenderer shall attach hereto a shortened CV for each key member available to work on the project in the Categories **1) Site Foreman, 2) Full-time Construction Health and Safety Officer** – (Pr.CHSO SACPCMP)

Resources for construction of Tyelinzima HS: Key professional Team that will be responsible for the design and planning stage, Tenderer shall attach hereto a shortened CV for each key members Qualifications, relevant professional registration, and Experience.

1. Project Manager (Team leader) - Pr.CPM (SACPCMP)
2. Architect (SACAP)
3. Quantity Surveyor (SACQSP)
4. Civil– Engineer (ECSA)
5. Structural – Engineer (ECSA)
6. Electrical – Engineer/Technologist (ECSA)
7. Mechanical – Engineer/Technologist (ECSA)
8. Health and Safety Agent (Pr.CHSM SACPCMP)

I, _____ of _____,
(Authorized Signatory) (Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

(Signature) (Date)

PART T2.3.4: SCHEDULE OF PROPOSED SUB-CONTRACTORS/ CONSULTANTS

*This returnable is to be read in conjunction with **T2.4.2 PPPFA Prequalify & Subcontracting Schedule**. By signing this returnable, the tenderer confirms alignment in full.*

We notify you that it is our intention to employ the following subcontractors / sub consultants for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors / Sub consultants in accordance with requirements in the contract for such appointments and to provide copies of the subconsultants. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractors / Subconsultants	Nature and extent of work	Previous experience with Subconsultants.
1.			
2.			
3.			
4			

I, _____ of _____,
 (Authorized Signatory) (Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

 (Signature) (Date)

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PART T2.3.5: PROGRAMME

Note to tenderers: the schedule must be based on a 4 -months total duration of design and 20 months for construction.

Construction Methodology & Construction Programme for implementation phase (Activity scheduling / programme for the process), which outlines & defines in sufficient detail the following MINIMUM Requirements (MR): Assessment (Confirmation and Verification of Works Quantities); Design; Manufacture / Supply; Installation / Construction; Contract Management; Quality Assurance & Control.

The Tenderer need to submit a high level (minimum level 3 breakdown) programme to illustrate a comprehensive understanding of the work required as well as a pragmatic approach in performing the work required:

The successful Tenderer **must** submit a detailed programme within **7 days** after the commencement date.

I, _____ of _____,
(Authorized Signatory) (Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

(Signature)

(Date)

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PART T2.3.7: QUALITY PLAN

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Works Information and should include but not be limited to:

1. Project Quality Plan for the contract.
2. The Contractor's Quality Policy.
3. Index of procedures to be used during the contract.
4. Audit Schedule for internal and external audits during the contract.
5. ISO 9001 certification.
6. Typical Quality Manual.
7. Typical Quality Control Plan.
8. Typical data book index.

I, _____ of _____,
(Authorized Signatory) (Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

(Signature)

(Date)

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PART T2.3.8: HEALTH AND SAFETY

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with UIF insurance body.
2. Proof of Effective Safety Management System.
3. Six months synopsis of SHE incidents, description, type, and action taken.
4. SHE challenges envisaged for the project and how they will be addressed and overcome.
5. Construction Safety File (Index).
6. Additionally, refer to Volume 1, Tender Data, and Clause F3.11.3 for functional evaluation criteria if applicable.

Index of documentation attached to this schedule:

.....

.....

.....

.....

I, _____ of _____,
(Authorized Signatory) (Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

(Signature)

(Date)

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PART T2.3.9: CAPACITY AND ABILITY TO MEET DELIVERY SCHEDULE

Note to tenderers:

The Tenderer is required to demonstrate to the Employer that he has sufficient current and future capacity to carry out the work as detailed in the Service Information and that he has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on; and
- The work as covered in the Works Information, planned, and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.
- Additionally, refer to Volume 1, Tender Data, and Clause F3.11.3 for functional evaluation criteria if applicable.

I, _____ of _____,
(Authorized Signatory) (Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

(Signature)

(Date)

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PART T2.4: RETURNABLE DOCUMENTS

Notes:

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

SECTION	SUB-INDEX T2.4	PAGE	TENDERER COMPLIED?
T2.4.1	Form of the Performance Guarantee	65	
T2.4.2	Subcontracting Schedule	70	
T2.4.3	SBD6.1: Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022	77	

Name: Signature

Capacity:

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PART T2.4.1: FORM OF THE PERFORMANCE GUARANTEE

In terms of clause X13 of the NEC3 ECC Option A Reviewed 2013 allows for provision of a variable performance guarantee from an approved financial institution which the *Employer* has accepted.

For this contract only performance bonds provided by a financial institution registered in South Africa will be accepted.

It is hereby agreed that a Performance Guarantee drafted exactly, or substantially similar, as provided in this returnable and Volume 3 section C1.3 will be provided by the Guarantor named below, which is a bank or insurer registered in South Africa:

Name of Guarantor (Bank/insurer).....

Address

The Performance Guarantee shall be provided with the other Returnables as set out in the conditional Letter of Acceptance of the successful tenderer's tender unless otherwise agreed to by the parties.

Signed

Name

Capacity

On behalf of (name of tenderer)

Date

CONFIRMED BY Guarantor's Authorized Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date

The Tenderer must attach hereto a letter from the guarantor with whom he has made the necessary arrangements, to the effect that the said guarantor will be prepared to provide the required performance

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guarantee when asked to do so. The acceptable proforma wording is as per section below and in Volume 3, C1.3.

Pro-Forma NEC3 ECC Variable on Demand Performance Guarantee

To: The Development Bank of Southern Africa Limited

Dear Sirs

Reference No. [●] *[Drafting Note: Guarantor/Bank reference number to be inserted]*

Performance Bond: *[Drafting Note: Name of Contractor to be inserted]*

Employer: Contract Reference - [●] *[Drafting Note: Contract reference number to be inserted]*

1. In this Guarantee

1.1 The following words and expressions have the following meanings:

1.1.1 “Guarantor” - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Guarantor to be inserted]* [●] **Financial Services Board Registration number**

1.1.2 “Guarantor’s Address” - means [●]; *[Drafting Note: Guarantor’s physical address to be inserted]*

1.1.3 “Contract” - means the written agreement entered between the Employer and the Contractor on or about [●] [●] 201[●] (Contract Reference No. [●]), as amended, varied, restated, novated, or substituted from time to time; *[Drafting Note: signature date and Contract reference number to be inserted]*

1.1.4 “Contractor” - means [●] a [●] registered in accordance with the laws of [●] with registration number [●]; *[Drafting Note: Name and details of Contractor to be inserted]*

1.1.5 “Employer” - means The Independent Trust

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- 1.1.6 “Expiry Date” - means one month after the Defects Date [*Drafting Note: This date should align with the date of final completion*];
- 1.1.7 1.1.7
- 1.1.8 “this Guarantee” - means this document;
- 1.1.9 1.1.9
- 1.1.10 “Guaranteed Sum” – means, subject to clause 4, the sum of [**• - figure**] (**[• - words]**) the maximum aggregate Guarantee amount (not exceeding 10.0% of the total of the Prices as at the Contract Date) which amount will reduce with 50% when the Completion certificate is issued until the Expiry Date .
- 1.2 Words or expressions capitalised shall bear the same meaning as assigned to them under the Contract albeit that the Contract itself, and any terms as defined therein, are merely referenced for convenience and not to create an accessory obligation.
2. At the instance of the Contractor, the Guarantor hereby confirms that we hold the Guaranteed Sum at the disposal of the Employer, as security for the proper performance by the Contractor of all of his obligations in terms of and arising from the Contract, and hereby irrevocably and unconditionally both agree and undertake to pay to the Employer, on written demand from the Employer envisaged in paragraph 3 below and received prior to the Expiry Date, any amount or amounts as may be so demanded from time to time, subject to a maximum of the Guaranteed Sum in the aggregate.
3. A demand for payment under this Guarantee shall be made in writing at the Guarantor’s address or by email to the following email [..... insert..] and shall:
- 3.1 state the amount claimed (“the Demand Amount”);
- 3.2 state that the Demand Amount is payable to the Employer in the circumstances contemplated in the Contract:
4. The Guaranteed Sum may be reduced from time to time upon receipt by the Guarantor of the Employer’s written certificate certifying the amount of such reduction and the Contractor’s entitlement thereto under the Contract.
5. Notwithstanding the reference herein to the Contract the Guarantor acknowledges that:
- 5.1 the liability of the Guarantor in terms hereof is as principal and not as surety

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- and the Guarantor's obligation/s to make payment:
- 5.1.1 is and shall be absolute and unconditional in all circumstances; and
- 5.1.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever;
- 5.2 the Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting the Guarantor's liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release, or compromise granted to the Contractor or any variation under or to the Contract or termination of the Contract.
- 5.3 should the Employer cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then the Employer shall be entitled to cede to such third party the rights of the Employer under this Guarantee on written notification to the Guarantor of such cession.
6. The Guarantor's obligations in terms of this Guarantee:
- 6.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 6.2 shall not be discharged and compliance with any demand for payment received by the Guarantor in terms hereof shall not be delayed, by the fact that a dispute may exist between the Employer and the Contractor.
7. This Guarantee:
- 7.1 shall expire on the Expiry Date until which time it is irrevocable;
- 7.2 is, save as provided for in 5.3 above, personal to the Employer and is neither negotiable nor transferable;
- 7.3 shall be returned to the Guarantor upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 7.4 shall be regarded as a liquid document for, firstly, the purpose of demonstrating and/or determining the amount due by the Guarantor to the Employer and, secondly, **obtaining** any court order; and
- 7.5 shall be governed by and construed in accordance with the law of the Republic

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of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

8. The Guarantor chooses the *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Guarantor's Address.

Signed at _____ Date _____

For and behalf of the Guarantor, which signatories by appending their signatures warrant that they are authorized to bind the Guarantor as above stated:

Guarantor Signatory 1: _____ Guarantor Signatory 2: _____

Name: _____ Name: _____

Capacity of Guarantor Capacity of Guarantor
Signatory 1: _____ Signatory 2: _____

Witness: _____ Witness: _____
(Printed Name of Witness) (Printed name of witness)

Guarantor's seal or stamp _____

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3. SUBCONTRACTING AFTER AWARD OF TENDER

After Award, the following are contractual obligations for notification:

- 3.1** A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- 3.2** A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 3.3** A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

I, THE UNDERSIGNED (*FULL NAME OF AUTHORIZED PERSON*)

ON BEHALF OF (*FULL NAME OF TENDERING ENTITY*)

FORMALLY CONFIRM THAT THIS TENDER SUBMISSION IS FULLY COMPLIANT AND ADHERES IN FULL, TO ALL THE REQUIREMENTS STIPULATED IN THIS RETURNABLE IN ITS ENTIRITY.

I ACCEPT THAT, IF THESE REQUIREMENTS ARE NOT MET IN FULL, OR IF FALSELY PORTRAYED, THE DBSA MAY, IN ADDITION TO DISQUALIFICATION OF THE TENDER SUBMISSION, OR CANCELLATION OF A CONTRACT; TAKE LEGAL ACTION.

SIGNATURE: _____

DATE: _____

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SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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- 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.

2.0 DEFINITIONS (NOT APPLICABLE)

3.0 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES (NOT APPLICABLE)

3.1 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT (NOT APPLICABLE)

3.1.1 POINTS AWARDED FOR PRICE

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

$$P_s = 8888 \frac{80}{20} + \frac{P_t - P_{max}}{P_{max}} \quad \text{or} \quad P_s = 9988 \frac{90}{10} + \frac{P_t - P_{max}}{P_{max}}$$

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

4.0 POINTS AWARDED FOR SPECIFIC GOALS

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

- 4.2** In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state

must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:

4.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

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TENDER RETURNABLES

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

	..... SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....

VOLUME 3



INDEPENDENT DEVELOPMENT TRUST

REQUEST FOR BID ON

THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE CONSTRUCTION OF TYELINZIMA HS,
EASTERN CAPE

8 GB or Higher

EMIS

NO:200400086

DISTRICT: OR TAMBO

IDTEC/40/DOE/2024/25

Consisting of: Three Volumes

BIDDER:

CRS NO:

CSD SUPPLIER NO:.....

Compiled for:

SUPPLY CHAIN MANAGEMENT
INDEPENDENT DEVELOPMENT TRUST
PALM SQUARE BUSINESS PARK
SILVERWOOD HOUSE
BONZA BAY ROAD, BEACON BAY
EAST LONDON . 5241

DECEMBER 2024

PNO: 9013649

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THE CONTRACT

**NEC 3 Engineering and Construction Contract Option A:
Priced Contract with Activity Schedule of April 2013
(including amendments).**

TENDER NO: IDTEC/40/DOE/2024/25

**THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE CONSTRUCTION OF
TYELINZIMA HS, EASTERN CAPE**

TABLE OF CONTENTS

Notes:

The Tender Document must be submitted as a whole. All forms must be properly completed as required and the document shall not be taken apart or altered in any way whatsoever.

All forms must be duly completed in **black ink** as required.

The list of returnable documents, which consists of forms and schedules to be completed and company specific certificates and information pages to be attached, comprise the following:

Document Reference	Title	Page
C1:	AGREEMENT AND CONTRACT DATA	4
C1.1	FORM OF OFFER AND ACCEPTANCE	5
C1.2	CONTRACT DATA	9
	PART ONE – DATA PROVIDED BY THE EMPLOYER	10
	PART TWO – DATA PROVIDED BY CONTRACTOR	33
C1.3 :	PERFORMANCE GUARANTEE	35
C2 :	PRICING DATA	40
C2.1 :	PRICING ASSUMPTIONS – OPTION A	41
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C2.3 :	ACTIVITY SCHEDULE	44
C3 :	SCOPE OF WORK	46
C3.1 :	EMPLOYERS WORKS INFORMATION	47
C3.2 :	CONTRACTORS WORKS INFORMATION	48
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THE CONTRACT

- C1 : AGREEMENT AND CONTRACT DATA**
- C2 : PRICING DATA**
- C3 : SCOPE OF WORK**
- C4 : SITE INFORMATION**

PART 1: AGREEMENT AND CONTRACT DATA

1. Contract 1 – THE APPOINTMENT OF A TURNKEY CONTRACTOR TO PROVIDE ADDITIONAL CLASSROOMS AT TYELINZIMA HS, EASTERN CAPE

2. NEC 3 Engineering and Construction Contract Option A: Priced Contract with *Activity Schedule* of April 2013 (including amendments).

Document reference	Title	No of pages
C1.1	Form of Offer and Acceptance	4
C1.2	Contract Data	1
	Part One – Data provided by the <i>Employer</i>	22
	Part Two – Data provided by the <i>Contractor</i>	2
C1.3	Performance Guarantee	4
	Total number of pages	33

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.1 Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter a contract for the procurement of: **TENDER No: IDTEC/40/DOE/2024/25 - THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE CONSTRUCTION OF TYELINZIMA HS, EASTERN CAPE**

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

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

The offered total of the Prices exclusive of VAT is	R
Sub total	R
Value Added Tax @ 15% is	R
The offered total of the amount due inclusive of VAT is	R
(in words)	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data or issue a conditional Letter of Acceptance subject to certain conditions which must be fulfilled prior to final acceptance and signing of the acceptance part of this form, whereupon the tenderer becomes or may become the party named as the *Contractor* in the *Conditions of Contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the tenderer:

Name of Tenderer

Address of Tenderer

Name of witness

Signature of witness Date

C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

C1.1.2 Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

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

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), or the date specified in the conditional Letter of Acceptance, whichever date is the earliest, contact the Employer's representative (whose details are given in the contract data or Letter of Acceptance) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data or Letter of Acceptance. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement and the Employer may in its sole discretion accept such repudiation and either appoint one of the other tenderers or cancel the tender and re-issue it.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt or the conditional Letter of Acceptance notified the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

**for the
Employer**

**Independent Development Trust
Palm Square Business Park
Bonza Bay Road
Beacon Bay
East London**

Name of witness

Signature of witness

Date

Schedule of Deviations

The extent of deviations from the Tender documents issued by the Employer prior to the Tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

(Any cover letter must be referenced here if applicable, or it will not be valid as part of this submission).

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the Tender documents arising from the above agreements and recorded here shall also be incorporated in to the final Contract.

- 1 Subject
- Details
-
-
- 2 Subject
- Details
-
-
- 3 Subject
- Details
-
-
- 4 Subject
- Details
-
-
- 5 Subject
- Details
-
-

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addend thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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



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NEC3 ECC OPTION A
THE CONTRACT

TENDER NO: IDTEC/40/DOE/2024/25
THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR
CONSTRUCTION OF TYELINZIMA HIGH SCHOOL,
EASTERN CAPE

For the Tenderer:

Signature(s)

Name(s)

Capacity

Name of Tenderer

Address of Tenderer

.....

Name of witness

Signature of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

Name of Employer: Independent Development Trust

Address of Employer

Palm Square Business Park
Bonza Bay Road
Beacon Bay
East London

Name of witness

Signature of witness Date

C1.2 CONTRACT DATA

Document reference	Title	No of pages
C1.2	Contract Data	
	Part One – Data provided by the <i>Employer</i>	22
	Part Two – Data provided by the <i>Contractor</i>	2
C1.3	Performance Guarantee	4
	Total number of pages	28

Part One - Data provided by the Employer

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row. Where the following symbol is used “[•]” - data is required to be inserted relevant to the specific option selected.

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule
	dispute resolution Option	
		W1: Dispute resolution procedure
	and secondary Options	
		X2: Changes in the law
		X7: Delay damages
		X13: Performance Bond
		X15: Limitation of the Contractor's liability for his design to reasonable skill and care.

		X16: Retention
		X17: Low Performance Damages
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The Employer is:	Independent Development Trust (IDT)
	Address:	Palm Square Business Park Bonza Bay Road Beacon Bay East London
	Represented by:	To be indicated at contracting
	Tel No.	To be indicated at contracting
	Fax No.	To be indicated at contracting
10.1	The Procurement Contact Official:	Zanele Madzidzela
	Address:	Palm Square Business Park Bonza Bay Road Beacon Bay East London
	Tel No.	043 711 6000
	e-mail:	zanele@idt.org.za
10.1	The Supervisor is:	To be indicated at contracting
	Address:	Palm Square Business Park Bonza Bay Road Beacon Bay East London

	Tel No.	To be indicated at contracting	
	Fax No.	To be indicated at contracting	
	e-mail:	To be indicated at contracting	
11.2(13)	The <i>activity</i> is	The planning, designing, construction and commissioning of Tyelinzima HS, Eastern Cape	
11.2(14)	The following matters will be included in the Risk Register	- Compliance with tender requirements - Access to Site	
11.2(15)	The <i>boundaries of the site</i> are	As per the locations indicated.	
11.2(16)	The Site Information is in	Part 4: Site Information	
11.2(19)	The Works Information is in	Part 3: Scope of Work.	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	5 days	
2	The Contractor's main responsibilities	Turnkey as per the scope of work	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	The planning, design, construction and commissioning of Tyelinzima HS, Eastern Cape to be completed in 24 months from starting date.	
30.1	The <i>access dates</i> are	Part of the site	Date
		Upon Letter of Award	
30.3	The <i>key dates</i> and <i>conditions</i> to be met are	<i>condition</i> to be met	<i>key date</i>

		Site establishment	June 2025
		Completion	July 2027
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The <i>starting date</i> is	Receipt of Letter of Award	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks	
4	Testing and Defects		
42.2	The <i>defects date</i> is	3 months after [Practical Completion of the whole of the works]	
43.2	The <i>defect correction period</i> is	2 days	
5	Payment		
50.1	The <i>assessment interval</i> is	20 th of each month	
51.1	The <i>currency of this contract</i> is the	South African Rand	
51.4	The <i>interest rate</i> is	Interest rate legislation: (a) in respect of interest owed by the employer , the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and (b) in respect of interest owed to the employer , the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply	
6	Compensation events		
60.1(13)	The place where weather is to be recorded is	On the site as part 4	

	The <i>weather measurements</i> to be recorded for each calendar month are:	<ul style="list-style-type: none"> the cumulative rainfall (mm); the number of days with rainfall of more than 10mm; 	
		<ul style="list-style-type: none"> the number of days with minimum air temperature less than 0 degrees Celsius; the number of days with snow lying at +2 hours GMT; and these measurements: 	

	The <i>weather measurements</i> are supplied by	Contractor and verified with closest weather station to site.
	The weather data are the records of the past <i>weather measurements</i> for each calendar month which were recorded at	On the site as per Part 4 below
60.1(13)	Where no recorded data are available:- assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	<ul style="list-style-type: none"> the cumulative rainfall (mm); the number of days with rainfall of more than 10mm; the number of days with minimum air temperature less than 0 degrees Celsius; the number of days with snow lying at +2 hours GMT; and these measurements:
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	N/A
84.1	The <i>Contractor</i> provides these additional insurances: guide: lateral support if applicable, professional indemnity if contractor does design, SASRIA or any other insurance identified but not in table at cl 84.2.	<ol style="list-style-type: none"> The supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association. (SASRIA). Public liability insurance to be effected by the contractor for the sum of R5 000 000.00 (Five Million Rand) per event with a deductible in an amount that the contractor deems appropriate. Professional Indemnity for the sum of R 10 000 000.00 (Ten million rand) per discipline claim in respect of Contractors/Professional Team design liability.
84.1	The <i>Employer</i> provides these insurances from the Insurance Table:	None
84.1	The <i>Employer</i> provides these additional insurances:	Nil
84.2	If the <i>Employer</i> is to provide Plant and Materials:- the insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the Employer for an amount of	Zero

84.2	Insurance against loss of or damage to the works, Plant and Materials, without limitation on the number of claims	Insured sum is the total of the Prices plus 20%
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is, without limiting the number of claims.	Public liability insurance to be effected by the contractor for the sum of R5 000 000.00 (Five Million Rand) per event with a deductible not exceeding 5% of each and every claim
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	as prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands) .
DATA FOR MAIN OPTION CLAUSES		
Option A	Option A: Priced Contract with <i>activity schedule</i>	There is no reference to Contract Data in this Option A and terms in italics are identified elsewhere in this Contract Data.
W1	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	to be appointed as needed, see W1.2(3) below
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering and/or Association of Arbitrators Southern Africa depending upon the technical or legal issues and nature of the dispute, determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other Party shall then select, within seven (7) days, one of the three (3) nominated adjudicators to act as the adjudicator; failing which the chairperson for the time being of the Association of Arbitrators Southern Africa shall nominate an adjudicator on request from either party.
W1.4(2)	The <i>tribunal</i> is:	Arbitration, arbitrator to be appointed as required.

W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators Southern Africa or its successor body.
	The place where arbitration is to be held is	South Africa, East London Eastern Cape
	<p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	the Chairman for the time being or his nominee of the Association of Arbitrators Southern Africa or its successor body on application of either party.
DATA FOR SECONDARY OPTION CLAUSES		
X7	Delay damages	
	<p>Delay damages for Completion of the whole of the <i>works</i> are</p>	<p>The penalty per calendar day shall be calculated as per the current formula of penalty calculation by the Department of Public works up to a maximum of 10% of the contract value. Thereafter, the employer shall have a right during the identified delay period to intervene and accelerate the work or appoint a third party to assist or complete the works to reach practical completion at the planned period. The cost of the appointed third party work shall be borne by the contractor.</p> <p>EXAMPLE</p> <p>Estimated contract value = R2 500 000 (excluding VAT)</p> <p>Contract period = 6 months</p> <p style="text-align: right;">=R2 500 000 X0.0575/100</p> <p style="text-align: right;">= R1437-50/day</p> <p>Therefore rounded off to the nearest R10-00 = R1440-00/day.</p> <p>To a maximum of 10% of the total of prices.</p>
X13	Performance Bond	
	The amount of the performance bond is	being a Guarantee issued by a registered entity approved by the <i>Employer</i> – fixed at ten percent (10%) of the contract Price at Contract Date, reducing to five percent (5%) of the contract Price when the <i>Contractor</i> achieves Completion and expires 1 month after the <i>defects date</i> .

X16	Retention		
	The <i>retention free</i> amount is	0%	
	The <i>retention percentage</i> is	5%	
X17	Low performance damages		
	The amounts for low performance damages are	amount	performance level for
X18	Limitation of liability		
	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.00 (zero Rand)	
	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	cost for loss or damaged incurred by the <i>Employer</i>	
	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	cost of the repair or reinstatement of property to original standard.	
	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	total of the Prices as at the <i>start date as adjusted in terms of X1 if X1 applies to the contract</i>	
	The <i>end of liability date</i> is	For latent defects 60 months after the Completion of the whole of the <i>works</i> .	
X20	Key Performance Indicators	Not Applicable	
	The <i>incentive schedule</i> for Key Performance Indicators is in	NA	
	A report of performance against each Key Performance Indicator is provided at intervals of	Every 2 weeks	



VOLUME 3 OF 3
NEC3 ECC OPTION A
THE CONTRACT

TENDER NO: IDTEC/40/DOE/2024/25
THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR
CONSTRUCTION OF TYELINZIMA HIGH SCHOOL,
EASTERN CAPE

PART A – Additional Definitions

Clause	Amendment
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	Add the following new definition as clause 11.2(34):	
11.2 Identified defined terms	and <p>"Baseline Risk Assessment means the baseline risk assessment contemplated in regulation 5(1)(a) of the Construction Regulations."</p> <p>Add the following new definition as clause 11.2(35):</p> <p>"Construction Agent means an "agent" as per the Construction Regulations which means a competent person who acts as a representative for a client ("client" in this regard being the Employer); the agent contemplated herein: (i) manages the health and safety on a construction project for the client; (ii) is registered with a statutory body (being the South African Council for Project and Construction Management Professions or any other statutory body approved by the chief inspector); and (iii) is qualified to perform the functions required by the Construction Regulations 2014";</p> <p>Add the following new definition as clause 11.2(36):</p> <p>"Construction Safety Officer means the construction safety officer as defined in the Construction Regulations."</p> <p>Add the following new definition as clause 11.2(37):</p> <p>"Construction Regulations means the Construction Regulations as defined in clause 27.4.2 below"</p> <p>Add the following new definition as clause 11.2(38):</p> <p>"A Contractor Insolvency Event means and is considered to occur if:</p> <ul style="list-style-type: none"> the Contractor commits an act which, if committed by an individual, would constitute an act of insolvency within the meaning of Sections 8 or 9(3)(a)(v) of the Insolvency Act 24 of 1936, as amended, or any equivalent legislation in any jurisdiction to which it is subject; the Contractor begins negotiations or takes any other step with a view to generally deferring, re-scheduling or otherwise re-adjusting all or a material part of its indebtedness or proposes or makes a general scheme, arrangement, assignment, 	

	<p>or composition with or for the benefit of its creditors or a moratorium is proposed or agreed in respect of or affecting all or a material part of its indebtedness;</p>
	<ul style="list-style-type: none"> the Contractor makes an application to court for business rescue supervision or for its winding-up (whether provisionally or finally); a court of competent jurisdiction grants an order winding-up the Contractor (whether provisionally or finally) or makes an order placing the Contractor under business rescue supervision; an application or other legal process (including the filing of any document commencing judicial process) is issued seeking an order for the winding-up of the Contractor (whether provisionally or finally) or placing the Contractor under business rescue supervision, except for so long as such application or other legal process is being contested in good faith and by appropriate means or except for the bona fide purpose of reconstruction, amalgamation, re-organisation, merger or consolidation; or a resolution is passed by: <ul style="list-style-type: none"> the shareholders of the Contractor for the winding-up of the Contractor, whether by way of a members' or creditors' voluntary winding-up; or the board of the Contractor for the Contractor to voluntarily begin business rescue proceedings and place himself under business rescue supervision." <p>Add the following new definition as clause 11.2(39):</p> <p>"Temporary Works is all temporary works of every kind required on site for the execution and Completion of the <i>works</i> and the remedying of any defects."</p> <p>Add the following new definition as clause 11.2(40):</p> <p>"Intellectual Property" means (a) any copyright, design rights, patents, inventions, logos, business names, service marks and trademarks, internet domain names, moral rights, rights in databases, data, source codes, reports, drawings, specifications, know-how, business methods, trade secrets and confidential business information, semi-conductor rights, topography rights, whether registered or unregistered, rights in the nature of unfair competition and the right to sue for passing off; (b) applications for registration and the right to apply for registration for any of these rights; (c) all other intellectual property rights and similar forms of protection; existing anywhere in the world; and (d) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and re-examinations thereof</p>

PART B - Amendments and additions to Existing Core and Optional Clauses

Clause	Amendment
12 Interpretation and the law	
12.5	Added the following clauses after clause 12.4: "Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing."
	Words denoting persons or parties shall include individuals and any organisation having legal capacity.
	In this contract, except where the context requires otherwise: <ul style="list-style-type: none"> provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and; "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.
	<ul style="list-style-type: none"> The headings to the sections, clauses and sub-clauses of the conditions of this contract are for convenience only and do not affect the construction or interpretation of the conditions of contract. Any word or expression defined in any clause in the Z clauses, unless the application of the word or expression is specifically limited to the clause in question, bears the meaning prescribed to the word or expression throughout the Z clauses.
	<p>Week means a continuous period of 7 days.</p> <p>If the day for payment of any amount due by the Employer or Contractor in terms of this contract should fall on a Saturday, Sunday or official public holiday in the Republic of South Africa, the relevant day of payment is/are the next ordinary business day in the Republic of South Africa.</p>
	Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
	If any provision of this contract, which is not material to its efficacy as a whole, is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provision is not in any way affected or impaired thereby and the parties shall endeavour in good faith to agree an alternative provision to the void, illegal or unenforceable provision.

	Unless otherwise specifically recorded in this contract, termination of this contract for any cause does not release a party from any liability which at the time of termination has already accrued to such party or which thereafter may accrue in respect of any act or omission prior to such termination. Similarly, the termination of this contract does not release a party from any obligation which, by its nature, is intended to survive such termination.
Using the Contractor's design	
22.1	Delete core clause 22.1 in its entirety and replace it with the following clauses: Subject to each Party retaining title to its own Intellectual Property prior to the contract date, title to, copyright in and other Intellectual Property rights in any documents or other property created by the Contractor for or in connection with the Works vests in the Employer on creation and the Contractor hereby cedes and assigns all such rights to the Employer with effect from the date of creation vesting such Intellectual Property in the Employer.
22.2	The Employer grants the Contractor a revocable license to use the Intellectual Property for the purposes of Providing the Works for the contract period.
22.3	Unless otherwise agreed by the Parties, the Contractor grants to the Employer a non-exclusive, perpetual, irrevocable, royalty free license to use any of the Contractor's Intellectual Rights, obtained prior to this contract, in connection with the Works and this contract.
22.4	All Intellectual Property created, enhanced or improvement arising from Providing the Works or from or in connection to the contract exclusively vests in the Employer.
22.5	If the Employer is prevented from receiving the Works or any part thereof as a result of any actual or alleged infringement of Intellectual Property rights, the Contractor must, at its cost, take all reasonable steps necessary to procure for the Employer the right to receive the Works or the relevant part thereof for its intended purpose.
22.6	Modification or replacement of the Works If the Contractor fails to procure the necessary rights in accordance with this clause within a reasonable time, the Employer may direct the Contractor, at the Contractor's cost, to promptly (i) amend the Works or the relevant part thereof to avoid the infringement of Intellectual Property rights; or (ii) replace the Works or the relevant part thereof with Works that do not infringe Intellectual Property rights.
26 Subcontracting	
26.1	Core clause 26.1 to be amended as follows: The Contractor does not subcontract the whole or any part of the works without the written consent of the Employer, which consent shall be the sole discretion of the Employer. If the Contractor subcontracts work, he is responsible for Providing the Works as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment were the Contractor's. For the avoidance of doubt, the Contractor shall be responsible for the

	acts or defaults of any of its subcontractors, its agents or employees, as if they were the acts or defaults of the Contractor.
26.3	Core clause 26.3 to be amended as follows: The Contractor submits the conditions of contract for each subcontract to the Project Manager and may redact all commercially sensitive information.
26.4	Add a new core clause 26.4 as follows: The Contractor shall procure from the Subcontractor all consents required in order to ensure that all the rights and obligations the Contractor may have under the subcontracts can be ceded and delegated to the Employer.
26.5	Add a new core clause 26.5 as follows: <ul style="list-style-type: none"> If the Contractor does not make payment of any amount due and payable by him to a Subcontractor ("the Subcontractor debt") and the Project Manager considers that the Subcontractor debt adversely impacts on the progress of the Works or the obligations of the Contractor under the contract, Project Manager requests evidence of payment to the Subcontractor. In the absence of such evidence, the Employer may (at its own discretion) pay the Subcontractor debt directly to the Subcontractor concerned in which event such payment is, for all purposes under the Contract, regarded as a payment made on behalf of the Contractor and at the request of and with the approval and consent of the Contractor, as a payment towards the Prices. Payment to the Subcontractor is conducted in terms of core clause 50.2 of the contract.
26.6	Add a new core clause 26.6 as follows: All adverse effects as a result of or arising from the Subcontractor debt does not result in a compensation event.
27 Health, safety and the environment	
27.4	Clause 27.4 is deleted in its entirety and replaced with the following: Health and Safety specification
27.4.1	The <i>Contractor</i> takes all reasonable steps and precautions to assess the Site, consider and receive all relevant information on the Site and health and safety related to the <i>works</i> , maintain the health and safety of persons in and about the execution of the <i>works</i> .
27.4.2	The <i>Contractor</i> acknowledges that the Occupational Health and Safety Act No. 85 of 1993 Edition 23(latest edition) and the regulations promulgated therein ("the Act"); and the Construction Regulations 2014 promulgated under the Act ("the Construction Regulations"), including Code of Practice: Managing exposure to SARS-CoV-2 in the workplace will in all respects be applicable to this contract and the <i>works</i> .

27.4.3	The <i>Employer</i> appoints the Turnkey Contractor as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014) for the Site.
27.4.4	Accordingly, the Contractor is responsible for all duties of the “Principal Contractor” as defined and provided for under the Act and the Construction Regulations 2014 including but not limited to those obligations defined and provided for in Annexures A, B and C and all required Regulations and Standards applicable to the work of this contract.
27.4.5	The Contractor shall appoint a registered full-time Construction Health and Safety Agent (Pr.CHSO SACPCMP) for the Works and all other site-specific appointments as per Legislation requirements.
27.4.5.1	The Contractor shall appoint a <i>Registered Competent Person as per Legislation requirements</i> .
27.4.6	<p>The Contractor confirms that it has received sufficient information about the Site and the works in order to:</p> <ul style="list-style-type: none"> • comply with the provisions of the Act and the Construction Regulations 2014, • comply with the provisions of this clause; • adhere to the <i>Employer’s</i> health and safety baseline specification and SHEQ Policy as set out in Annexures A, B and C; • be properly appointed in accordance with Section 37(2) of the Act as contemplated in clause 27.4.3; • and to prepare a site-specific Baseline Risk Assessment.
27.4.7	The Contractor acknowledges that the Project Manager acts as the <i>Employer’s</i> “Implementing Agent” in respect of all obligations which the <i>Employer</i> has as “Client” in the Construction Regulations 2014 and the Act.
27.4.8	Without limitation, the Contractor:
27.4.8.1	notwithstanding any actions which the <i>Employer</i> may take, accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Act, all its regulations (including the Construction Regulations), Code of Practice: Managing exposure to SARS-CoV-2 in the workplace and Annexures A, B and C. By concluding this contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act;
27.4.8.2	acknowledges and confirms that the Prices includes a sufficient amount for proper compliance with the Construction Regulations 2014, Code of Practice: Managing exposure to SARS-CoV-2 in the workplace, all applicable health and safety laws, regulations, rules, guidelines, procedures and all obligations imposed by this contract and Annexures A, B and C and generally for the proper maintenance of health and safety in and about the execution of works;

27.4.8.3	undertakes, in and about the execution of the <i>works</i> , to comply with all applicable health and safety laws, regulations, rules, guidelines and procedures otherwise provided for under this contract and shall ensure that all sub-contractors, employees and Others under the <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing; and
27.4.8.4	indemnifies the <i>Employer</i> against any loss, damage or claim suffered by the <i>Employer</i> due to a failure to comply with any provision of this clause 27.4 by the <i>Contractor</i> .
27.4.8.5	acknowledges and confirms that a Health and Safety Consultant (Pr.CHSM SACPCMP) will be appointed by the <i>Contractor</i> for the Project and that the Prices includes enough for the appointment of such
27.4.9	The <i>Contractor</i> and his designer shall accept full responsibility and liability to comply with the Act, the Construction Regulations and Annexures A, B and C for the design of the Temporary <i>Works</i> and those parts of the Permanent <i>Works</i> which the <i>Contractor</i> is responsible to design in terms of this contract;
27.4.10	The <i>Employer</i> retains a right to inspect, review, obtain copies of all documents regarding, attend and participate in all meetings regarding; all inquiries, audits and reports conducted under this contract including but not limited to those that are conducted in accordance with:
27.4.10.1	Annexures A, B and C of this contract; and
27.4.10.2	Section 31 and/or 32 of the Act, its regulations and the Construction Regulations following any incident involving the Turnkey <i>Contractor</i> and/or sub-contractor and/or their employees.
27.4.11	The <i>Contractor</i> shall notify the Project Manager and copy in the <i>Employer</i> in writing of all inquiries, audits, reports, investigations, complaints or criminal charges which may arise pursuant to <i>works</i> performed under this contract.
27.4.12	The <i>Employer</i> and the Project Manager shall, at all times during construction and for a period of 5 (five) years after Completion, have the right to access and inspect any part of the Site/ <i>works</i> and all documents, reports, designs, specifications whatsoever that are prepared pursuant to any clause of this contract.
27.4.13	The <i>Contractor</i> liaises with the <i>Employer</i> and the Project Manager regarding all issues related to this clause 27, and in particular, complies with all reasonable requests from the Project Manager to (i) attend any meetings and/or (ii) provides any documents, audits and reports; required by the <i>Employer</i> or Project Manager.
27.4.14	The <i>Contractor</i> complies with the Baseline Risk Assessment provided by the <i>Employer</i> , <i>Project Manager</i> or <i>Construction Health and Safety Consultant</i> . Notwithstanding the foregoing, the <i>Contractor</i> prepares its own Baseline Risk Assessment and complies with it where such Baseline Risk Assessment provides additional risks to those noted by the <i>Employer</i> or the <i>Project Manager</i> .
3 Time	

	Amend this clause by the addition of the following new clause:
37.1 The Contractor's recovery plan	<p>"Where actual progress on Site is not in accordance with the most current programme or where the <i>Employer</i> or <i>Project Manager</i> is of the opinion, at any time during the execution of the <i>works</i>, that the <i>Contractor</i> will not achieve Completion on the date stated in the most current programme, the <i>Contractor</i> shall prepare a recovery plan within 14 days of receipt of an instruction from the <i>Employer</i> or <i>Project Manager</i> requesting such recovery plan detailing:</p> <ul style="list-style-type: none"> the Contractor's plan to ensure that the works will achieve Completion on the date stated in the most current programme; all additional resources which will be employed by the Contractor in order to ensure that the Contractor achieves Completion on the date stated in the most current programme; any other information which may be required by the Employer or Project Manager to ascertain that the Contractor will achieve Completion on the date stated in the most current programme."
5 Payment	
51.2	<p>Amend this clause by deleting the second and the third sentences of the clauses and replace them with the following:</p> <p>If a certified payment is late by more than 8 weeks, interest is paid on the late payment. Interest is assessed from 4 weeks after the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made.</p>
51 Payment	Add the following new clauses after clause 51.4..
51.5	Within one week of receiving a payment certificate from the <i>Project Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer's</i> procedures stated in the Works Information, showing the amount due for payment equal to that stated in the payment certificate.
51.6	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice.
51.7	The <i>Contractor</i> (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the <i>Employer's</i> VAT number on each invoice the Contractor submits for payment.

6 Compensation Events	
61 Notifying compensation events	
61.3	<p>The last paragraph is deleted and substituted with the following:</p> <p><i>"In clarification, notwithstanding the Project Manager notifying the Contractor of a compensation event, if the Contractor does not notify a compensation event within the eight weeks of becoming aware of the event or ought reasonably to become aware of the event, he is not entitled to a change in the Prices, the Completion Date or a Key Date."</i></p>
9 Termination	
91.1	<p>Amend this clause by the addition of the following at the end of the second main bullet point, fourth sub-bullet point, after the words "against it":</p> <p><i>"or the Contractor commits a Contractor Insolvency Event (R5),"</i></p>
91.3	<p>Amend this clause by adding the following at the end of the clause:</p> <ul style="list-style-type: none"> • <i>"failed to effect any of the required insurances(R22);</i> • <i>failed to provide a satisfactory recovery plan pursuant to Clause 37 (The Contractor's recovery plan) (R23); or</i> • <i>failed to comply with the provision of Clause Z3 (Broad Based Black Economic Empowerment) (R24).</i> <p>and for terminating for R22 to R24 the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table in clause 90.2 apply."</p>
9.0	Insert the following new clause 9.4
9.4 Termination for convenience	<p>The <i>Employer</i> is entitled to terminate the Contract, at any time for the <i>Employer's</i> convenience, by giving notice of such termination to the <i>Contractor</i>. The termination shall take effect 28 days after the later of the dates on which the <i>Contractor</i> receives this notice or the <i>Employer</i> returns the performance bond and all monies held in retention, unless there are outstanding calls/claims thereon in which event, and if applicable, the <i>Employer</i> returns the performance bond and all monies held in retention promptly after the last of the outstanding calls/claims have been met. The <i>Employer</i> does not terminate the Contract under this sub-clause in order to execute the <i>works</i> himself or to arrange for the <i>works</i> to be executed by another contractor. The same procedures on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table in clause 90.2 apply. The Contractor shall only be entitled to costs incurred at the date of termination</p>

Option X2: Changes in the Law	
X2.2	<p>Amend this clause by the addition of the following new clause:</p> <p>Notwithstanding anything contained in this clause or this agreement, a “change in law” does not include any law or piece of legislation that is enacted or made but not yet in force as at the date when the tender is submitted, or any proposed or draft law that is promulgated or issued for comment at any time before the tender is submitted if and to the extent that such law when enacted or made and brought into effect is materially unchanged</p>
Option X7: Delay Damages	
X7.4	<p>Amend this clause by adding of the following new clause: (if applicable in this contract)</p> <p>“If the amount due for the Contractor’s payment of delay damages reaches the limits stated in this Contract Data for Option X7, the Employer may terminate the Contractor’s obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table in clause 90.2.”</p>
Option X13: Performance Bond	Amend this clause by adding the following new clause at the end of this clause: (if applicable in this contract)
X13.2	<p>The <i>Contractor</i> ensures that the performance bond is valid and enforceable until the <i>Contractor</i> has Provided the Works and remedied any and all <i>defects</i> therein. If the terms of the performance bond specifies its expiry date, then the Contractor extends the validity of the performance bond 28 days prior to such an expiry date, such that the performance bond lapses at the later of:</p> <ul style="list-style-type: none"> the date of issue of the Defects Certificate; or the date when the last <i>defect</i> notified has been remedied or accepted in accordance with this contract.
X13.3	<p>The <i>Employer</i> may make a claim under the performance bond, for amounts to which the <i>Employer</i> is entitled under the contract in the event of:</p> <ul style="list-style-type: none"> failure by the <i>Contractor</i> to extend the validity of the performance bond as described in the preceding paragraph, in which event the <i>Employer</i> may claim the full amount of the performance bond, failure by the <i>Contractor</i> to pay the <i>Employer</i> an amount due, as either agreed with the <i>Contractor</i> or assessed by the Project Manager (or otherwise determined) in

	<p>accordance with the provisions of this contract, within 28 days after this agreement, assessment or determination,</p> <ul style="list-style-type: none"> failure by the <i>Contractor</i> to remedy a default within 28 days after receiving the <i>Employer's</i> notice requiring the default to be remedied, or the occurrence of any one of the following termination reasons: R1 to R15, R18 and R22 to R24.
X13.4	The <i>Employer</i> indemnifies and hold the <i>Contractor</i> harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the performance bond to the extent to which the <i>Employer</i> is not entitled to make the claim.
X13.5	<p>Step Down</p> <p>The performance bond reduces by half its value on the date of issue of the Certificate of Completion.</p> <p>The performance bond expires/lapses on the later of:</p> <ul style="list-style-type: none"> the date of issue of the Defects Certificate; or the date when the last <i>defect</i> notified has been remedied or accepted in accordance with this contract.
PART C – Additional Clauses (entitled Z-Clauses)	
Z1	Cession delegation and assignment
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .
Z1.2	<p>Notwithstanding the above, the <i>Employer</i> may, on written notice to the <i>Contractor</i>, cede and delegate its rights and obligations under this contract to a Related Party or a Client of the <i>Employer</i>.</p> <p>For the purpose hereof</p>
Z1.2.1	an “Client” means the employer and includes its successors in title and permitted assignees under this agreement;
Z1.2.2	a “related party” means any entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with the employer and includes any other “Organ of State” as defined in section 239 of the Constitution of the Republic of South Africa, 1996 and any entity or Organ of State for whom the employer carries out the works or acts as an implementing agent; and
Z1.2.3	“Control” means the beneficial ownership of the majority in number of the issued equity of any entity (or the whole or majority of the entity’s assets), and/or the right or ability to direct or otherwise control the entity or the votes attaching to the majority of the

	entity's equity and "controlled" or "under common control" shall have a similar meaning.
Z2	Joint ventures
Z2.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Project Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z2.3	The <i>Contractor</i> does not substantially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.
Z3	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, Construction Industry Development Board grading and the valid and active Tax Compliance Status Pin issued by SARS.
Z3.1	The <i>Contractor</i> warrants that it will:
Z3.1.1	comply with all laws including the <i>Broad Based Black Economic Empowerment Act 53 of 2003</i> , its regulations and Codes of Good Practice; and the <i>Preferential Procurement Act 5 of 2000</i> and all its regulations; (In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:)
Z3.1.2	maintain or improve (i) the contractor's Construction Industry Development Board grading, and (ii) its valid and active Tax Compliance Status Pin issued by SARS submitted at tender stage; and
Z3.1.3	not conduct any Fronting practices as defined in the Codes of Good Practice.
Z4	Change of PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
Z4.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> Specific Goals status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.

Z4.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its Specific Goals status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
Z5	Ethics
Z5.1	Any offer, payment, consideration, or benefit of any kind made by the <i>Contractor</i> , which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract, including Fronting as referenced in Sub-Clause Z3.1.3, constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action).
Z5.2	<p>The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Works if the <i>Contractor</i> (or any member of the <i>Contractor</i> where the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.</p> <p>Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the <i>Employer</i> or other people or organisations and including in circumstances where the <i>Contractor</i> or any such member is removed from the an approved vendor data base of the <i>Employer</i> as a consequence of such practice.</p>
Z5.3	Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P3 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.
Z6	Confidentiality
Z6.1	The <i>Contractor</i> does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z6.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Project Manager</i> .

Z6.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the <i>Contractor</i> may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
Z6.4	The taking of images (whether photographs, video footage or otherwise) of the <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z6.5	The <i>Contractor</i> ensures that all its subcontractors abide by the undertakings in this clause.
Z9	<i>Employer's limitation of liability</i>
Z9.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Contractor's</i> entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the <i>Employer's</i> liability under the indemnity is limited to compensation as provided for under the compensation events stated in this contract.
Z10	<i>Employer's Step-in Rights and Additional Remedies</i>
Z10.1	In the event the <i>Contractor</i> and/or his subcontractor:
Z10.1.1	fails to carry out any obligation under the contract and the Works Information and fails to make good such failure and remedy it despite being requested to do so by the <i>Project Manager</i> in accordance with notices under Sub-Clause 16.1 (Early Warning) and/or Sub-Clause 13.1 (Communications), or
Z10.1.2	commits a breach of the Contract which reasonably places the project at risk of non-completion by the Completion Date, or non-Completion; or
Z10.1.3	commits a material breach of contract,
	the <i>Employer</i> may, without prejudice to its other rights in clause 9 (Termination), powers and remedies under the contract or in law, be entitled to step-in and take over the <i>works</i> , and on the account of the <i>Contractor</i> and at the <i>Contractor's</i> risk, to (i) make good the failure and remedy it, or complete the <i>works</i> himself, or (ii) call upon other contractors to make good the failure and remedy it or complete the <i>works</i> , or (iii) to call upon other contractors to partner with the <i>Contractor</i> to make good the failure and remedy it, or complete the <i>works</i> . Further, notwithstanding anything contained in this contract, where the <i>Employer</i> has

	“stepped-in” the <i>Contractor</i> shall remain responsible as if the <i>works</i> were executed by the <i>Contractor</i> for the <i>works</i> up to the Completion Date.
Z10.2	The <i>Contractor</i> shall co-operate with the <i>Employer</i> and facilitate and permit the use of all required Contractor’s Equipment, Goods, information, materials and other matter (including Contractor’s Documents and all other drawings, CAD files, technical data, models, plans, designs, diagrams, evaluations, details, specifications, schedules, reports, calculation results, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Contractor</i> under the Contract or otherwise for and/or in connection with the <i>works</i>) and shall generally do all reasonable things required by the <i>Project Manager</i> to achieve this end; provided that where the foregoing constitute proprietary information, the <i>Contractor</i> ’s obligation hereunder shall be limited to furnishing <i>works</i> specific information in a form capable of being disclosed to third parties or providing assistance to third parties without requiring the <i>Contractor</i> to disclose non <i>works</i> -specific source codes or other proprietary information.
Z10.3	Any information, materials and other matter made available by the <i>Contractor</i> under this Sub-Clause Z.10 shall be used solely and exclusively for the purpose of making good and remedying the <i>Contractor</i> ’s failure and shall thereafter be returned to the <i>Contractor</i> . Any such information, materials and other matter which is made available by the <i>Employer</i> to other persons as contemplated in this Sub-Clause Z.13 shall be made available strictly in accordance with the foregoing and subject to a confidentiality undertaking.
Z11	Employer Procured Materials and Goods
Z11.1	The <i>Employer</i> is entitled but not obliged to procure materials and goods on behalf of the <i>Contractor</i> . The <i>Contractor</i> may request that the <i>Employer</i> procures materials and goods on behalf of the <i>Contractor</i> .
Z11.2	Should the <i>Employer</i> exercise this right, or should the <i>Employer</i> accept the <i>Contractor</i> ’s request, the <i>Contractor</i> shall:
Z11.2.1	issue to the <i>Project Manager</i> a list of all materials and goods the <i>Contractor</i> requires;
Z11.2.2	state in the list considered above, the time within which such materials and goods must be provided;
Z11.2.3	take delivery of such materials and goods provided by the <i>Employer</i> ;
Z11.3	The <i>Contractor</i> shall be responsible for and takes the risk on all materials and goods after taking delivery of such materials and goods at Site and indemnifies the <i>Employer</i> against all losses or costs arising from any damage, loss or theft of such materials and goods.
Z11.4	The <i>Contractor</i> shall not be entitled to any extension of time and costs for the late delivery of any materials and goods to be procured by the <i>Employer</i> under the provision of this clause.

Z11.5	The direct cost of all materials and goods procured by the <i>Employer</i> on behalf of the <i>Contractor</i> in accordance with the provisions of this clause shall be deducted from each payment due to the <i>Contractor</i>
Z11.6	The <i>Contractor</i> acknowledges that all <i>Employer</i> supplied materials and goods remain the property of the <i>Employer</i> .
Z12	Contractor Undertaking re CIDB and Tax Certificates
Z12.1	The <i>Contractor</i> shall ensure that all certificates, clearances and the like, including specifically any certificates required to be obtained by the <i>Contractor</i> for purposes of the contract in terms of the Construction Industry Development Board and the Value Added Tax Act, no 89 of 1991, remain in full force and effect up until the Completion Date.
Z12.2	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of the expiry of any requisite certificate may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93. In addition to the <i>Employer's</i> right to terminate, should any requisite certificate that the <i>Contractor</i> is required to obtain expire or be null and void for any reason whatsoever, the <i>Employer</i> may withhold any payments due to the <i>Contractor</i> until such time as the <i>Contractor</i> provides the <i>Employer</i> and / or <i>Project Manager</i> with a valid and / or updated certificate, as the case may be.
Z13	RIGHT TO AUDIT
Z13.1	The <i>Employer</i> shall be entitled to, within 2 (two) Business Days of the giving of notice to the <i>Contractor</i> to such effect, conduct an audit of all relevant books, records, systems, processes, procedures and documents of the <i>Contractor</i> in order to verify compliance by the <i>Contractor</i> with its obligations in terms of this Contract and/or to assess any entitlement or claimed entitlement of the <i>Contractor</i> under this Contract or to investigate any allegations with regard to possible criminal activities or breach of IDT policies or procedures.
Z13.2	The <i>Contractor</i> shall co-operate and render all assistance requested by the <i>Employer</i> relating to such audit. In addition, the <i>Contractor</i> shall provide the <i>Employer</i> with access to all such books, records, systems, data and documents of the <i>Contractor</i> that are relevant to this Contract, the <i>Contractor's</i> obligations under this Contract and/or any entitlement or claimed entitlement of the <i>Contractor</i> under this Contract and to any premises, shareholders, partners, members, subcontractors and Personnel of the <i>Contractor</i> for the purposes of conducting such audit. The <i>Employer</i> shall have the right to take copies of any records and information the <i>Employer</i> reasonably require to assist in connection with any such audit.
Z13.3	The <i>Contractor</i> shall maintain all data, records and documentation relating to this Contract and keep full and proper records in connection with providing the Works and all matters related thereto (whether contained in documents or in electronic format) for the period of this Contract, and for a period of at least 5 (five) years after termination or completion of all of the Works (as the case may be).

Z13.4	The Contractor shall ensure that the rights in this clause 18 also apply to any subcontractors and that the Employer be afforded the same auditing rights by the subcontractors.
Z13.5	The Employer shall keep all information obtained in terms of this clause 18 confidential and not disclose it to any third party. In the event that the Employer is, at any time, required by law to disclose any such information which is required to be kept confidential, the Employer, to the extent permitted by law prior to disclosure, notifies the Contractor so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the Employer may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

C1.2 CONTRACT DATA (Continued)

Part two – Data provided by the Contractor

Notes to a tendering contractor:

1. Please read both the NEC3 Engineering and Construction Contract (April 2013) and the relevant parts of its Guidance Notes (ECC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 152 to 154 of the ECC3 Guidance Notes.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Statements given in all contracts

- The Contractor is
Name
Address
.....
- The *direct fee percentage* is %.
- The *subcontracted fee percentage* is %.
- The *working areas* are the Site and
.
- The key people are
(1) Name
Job
Responsibilities
.....
Qualifications
Experience
.....
(2) Name
Job
Responsibilities
.....
Qualifications
.....
Experience
.....
.....

- The following matters will be included in the Risk Register (note as above with data by Employer this is risks identified at tender stage)

Optional
statements

If the **Contractor** is to provide Works Information for his design

- The Works Information for the *Contractor's* design is in

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is.....

If the **Contractor** is to decide the **completion date** for the whole of the **works**

- The *completion date* for the whole of the *works* is.....

Data for the
Shorter Schedule
of Cost
Components

- The **activity schedule** is

- The tendered total of the Prices is.....

- The percentage for people overheads is %.

- The published list of Equipment is the last edition of the list published by

- The percentage for adjustment for Equipment in the published list is % (state plus or minus).

- The rates for other Equipment are

Equipment	size or capacity	rate
.....
.....
.....
.....

- The hourly rates for Defined Cost of design outside the Working Areas are

category of employee	hourly rate
.....
.....
.....
.....

- The percentage for design overheads is%.

- The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are

C1.3 PERFORMANCE BOND

Pro-Forma NEC3 ECC Variable Performance Bond for Works and Maintenance – Demand Guarantee

To: *Employer*

Dear Sirs

Reference No. [●] *[Drafting Note: Guarantor/Bank reference number to be inserted]*

Performance Bond: *[Drafting Note: Name of Contractor to be inserted]*

Employer: Contract Reference - [●] *[Drafting Note: Contract reference number to be inserted]*

1. In this Guarantee:

1.1 the following words and expressions have the following meanings:

1.1.1 “Guarantor” - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Guarantor to be inserted]* [●] **Financial Services Board Registration number [●] NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 53 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) No alterations or amendments of the wording of the pro-forma will be accepted unless approved prior to it been issued by the Employer.**

1.1.1 “Guarantor’s Address” - means [●]; *[Drafting Note: Guarantor’s physical address to be inserted]*

1.1.2 “Contract” - means the written agreement entered into between *Employer* and the *Contractor* on or about [●] [●] 200[●] (Contract Reference No. [●]), as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: signature date and Contract reference number to be inserted]*

1.1.3 “Contractor” - means [●] a [●] registered in accordance with the laws of [●] with registration number [●]; *[Drafting Note: Name and details of Contractor to be inserted]*

1.1.4 “Employer” - means Independent Development Trust

1.1.5 “Expiry Date” – means the date of issue of the Defects Certificate or such later date as may be determined by the application of clause 3.3;

1.1.6 “this Guarantee” - means this Performance Bond;

1.1.7 “Guaranteed Sum” - means the sum of [● - figure] ([● - words]) as reduced from time to time as provided for in paragraph 3 below; *[Drafting Note: Maximum aggregate*

Guarantee amount to be inserted not exceeding 10% of the contract sum]

- | | |
|-------|---|
| 1.1.8 | “Project Manager” - means [●] a [●] registered in accordance with the laws of [●] with registration number [●]; and |
|-------|---|
- 1.1.9 a “recovery statement”, an “interim payment certificate”, a “Payment Certificate”, a “Certificate(s) of Completion” or “Defect Certificate” shall mean any such certificate as issued by the Project Manager;
- 1.2 words and expressions defined in the Contract shall, unless otherwise defined in this Guarantee or otherwise required by the context of this Guarantee, have the same meanings in this Guarantee as those ascribed to them in the Contract, albeit that the Contract itself, and any terms as defined therein, are merely referenced for convenience and not to create an accessory obligation.
2. At the instance of the *Contractor*, the Guarantor hereby confirms that we hold the Guaranteed Sum at the disposal of *Employer*, as security for the proper performance by the *Contractor* of all of his obligations in terms of and arising from the Contract, and hereby irrevocably and unconditionally both agree and undertake to pay to *Employer*, on written demand from *Employer* envisaged in paragraph 3 below and received prior to the Expiry Date, any amount or amounts as may be so demanded from time to time, subject to a maximum of the Guaranteed Sum in the aggregate.
3. The Guarantor's liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:
- 3.1 Maximum Guaranteed Sum (not exceeding 10% of the contract sum) in the amount of:
- [● – amount in figures] ([● – amount in words]),**
- from and including the date of issue of this Guarantee and up to and including the Completion Date.
- 3.2 Reducing the Guaranteed Sum (not exceeding 5.0% of the contract sum) in the amount of:
- [● – amount in figures] ([● – amount in words]),**
- from and including the day after the Completion Date up to and including the date of the issue of the Defects Certificate.
- 3.3 Reducing the Guaranteed Sum (not exceeding 0% of the contract sum) in the amount of:
- R nil**
- from and including the day after the date of the issue of the Defect Certificate, where after this Guarantee for Construction shall expire. Where the final payment certificate reflects payment due to the *Employer* this Guarantee shall expire upon payment of the full amount certified. The Guarantor's liability limits set out in paragraphs 3.1 to 3.3 shall apply in respect of any claim received by the Guarantor during the Security validity.
4. A demand for payment under this Guarantee shall be made in writing at the Guarantor's address and shall:

4.1 confirm the “Guaranteed Sum” at the time of the demand;

4.2 state the amount claimed (“the Demand Amount”); and

4.3 state that the Demand Amount is payable to *Employer* in the circumstances contemplated in the Contract:

4.3.1 in regard to sums certified, shall state the Demand Amount to be the amount so certified and shall:

4.3.1.1 state that such first written demand notice issued by *Employer* to the Guarantor at the Guarantor's Address, with a copy to the *Contractor*, records that a period of seven (7) calendar days has elapsed since the issue of the first written demand notice in terms of paragraph 4.3.1.2 and that the sum certified has not been paid to date. *Employer* herewith calls up this Guarantee and demands payment of the sum certified from the Guarantor;

4.3.1.2 be accompanied by a copy of a preceding first written demand notice issued by *Employer* to the *Contractor* stating that payment of a sum certified by the Project Manager in an interim or final payment certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, *Employer* intends to call upon the Guarantor to make payment in terms of paragraph 4.3.1.1;

4.3.1.3 and

4.3.1.4 shall be accompanied by a copy of the applicable payment certificate which entitles *Employer* to receive payment in terms of the Contract of the sum certified;

4.3.2 where the Demand Amount is for the Guaranteed Sum or the full outstanding balance thereof, *Employer* shall deliver a first written demand notice to the Guarantor at the Guarantor's Address calling up this Guarantee stating that:

4.3.2.1 the Contract has been terminated due to the *Contractor's* default and that the Guarantee is called up in terms of this sub-paragraph. This demand shall enclose a copy of the notice of termination; or

4.3.2.2 a provisional sequestration or liquidation court order has been granted against the *Contractor* and that the Guarantee is called up in terms of this sub-paragraph. The demand notice shall enclose a copy of the court order.

5. Notwithstanding the reference herein to the Contract the Guarantor acknowledges that:

5.1 the liability of the Guarantor in terms hereof is as principal and not as surety and the Guarantor's obligation/s to make payment:

5.1.1 is and shall be absolute and unconditional in all circumstances; and

5.1.2 is not, and shall not be construed to be, accessory or collateral on any basis

whatsoever;

6. *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting the Guarantor's liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.
7. Should *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then *Employer* shall be entitled to cede to such third party the rights of *Employer* under this Guarantee on written notification to the Guarantor of such cession.
8. The Guarantor's obligations in terms of this Guarantee:
 - 8.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - 8.2 shall not be discharged and compliance with any demand for payment received by the Guarantor in terms hereof shall not be delayed, by the fact that a dispute may exist between *Employer* and the *Contractor*.
9. This Guarantee:
 - 9.1 shall expire on the Expiry Date until which time it is irrevocable;
 - 9.2 is, save as provided for in 7 above, personal to *Employer* and is neither negotiable nor transferable;
 - 9.3 shall be returned to the Guarantor upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 - 9.4 shall be regarded as a liquid document for, firstly, the purpose of demonstrating and/or determining the amount due by the Guarantor to *Employer* and, secondly, obtaining any court order; and
 - 9.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
10. The Guarantor chooses the *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Guarantor's Address.

Signed at _____

Date _____

For and behalf of the Guarantor

Guarantor Signatory 1: _____

Guarantor Signatory 2: _____

Capacity of Guarantor

Signatory 1: _____

Capacity of Guarantor

Signatory 2: _____




VOLUME 3 OF 3
NEC3 ECC OPTION A
THE CONTRACT

TENDER NO: IDTEC/40/DOE/2024/25
THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR
CONSTRUCTION OF TYELINZIMA HIGH SCHOOL,
EASTERN CAPE

Witness: _____
(Printed Name
of Witness) _____

Witness: _____
(Printed Name
of Witness) _____

Guarantor's seal or stamp

	<p>VOLUME 3 OF 3</p> <p>NEC3 ECC OPTION A</p> <p>THE CONTRACT</p>	<p>TENDER NO: IDTEC/40/DOE/2024/25</p> <p>THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR CONSTRUCTION OF TYELINZIMA HIGH SCHOOL, EASTERN CAPE</p>
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PART 2: PRICING DATA

NEC 3 Engineering and Construction Contract Option A: Priced Contract with *Activity Schedule* of April 2013 (including amendments).

Document reference	Title	No of pages
C2.1	Pricing Assumptions: Option A	2
C2.2	Pricing Instructions	1
C2.3	The <i>Schedule of Activities</i>	2
C2.4	Amendments, Qualifications And Alternatives By Tenderer	1
	Total number of pages	6

C2.1 PRICING ASSUMPTIONS: OPTION A

1 How work is priced and assessed for payment

Clause 11 in NEC3 Engineering and Construction Contract (ECC3) Option A states:

- | | | |
|-------------------------------------|------------|---|
| Identified and defined terms | 11
11.2 | <p>(20) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract.</p> <p>(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.</p> <p>(27) The Price for Work Done to Date is the total of the Prices for</p> <ul style="list-style-type: none"> • each group of completed activities and • each completed activity which is not in a group. <p>A completed activity is one which is without Defects which would either delay or be covered by immediately following work.</p> <p>(30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.</p> |
|-------------------------------------|------------|---|

This confirms that Option A is a lump sum form of contract where the work is broken down into activities, each of which is priced by the tendering contractor as a lump sum. Only completed activities are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date.

1. Function of the Activity Schedule

Clause 54.1 in Option A states: "Information in the Activity Schedule is not Works Information or Site Information". This confirms that specifications and descriptions of the work or any constraints on how it is to be done are not included in the Activity Schedule but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Activity Schedule. **The Activity Schedule is only a pricing document.**

2. Link to the programme

Clause 31.4 states that "The *Contractor* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance". **Ideally the tendering contractor will develop a high level programme first then resource each activity and thus arrive at the lump sum price for that activity both of which can be entered into the *activity schedule*.**

3. Preparing the activity schedule

Generally it is the tendering contractor who prepares the *activity schedule* by breaking down the work described within the Works Information into suitable activities which can be well defined, shown on a programme and priced as a lump sum.

The *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that


he requires the *Contractor* to include in his *activity schedule* and be priced accordingly.

It is assumed that in preparing his *activity schedule* the *Contractor*:

- i. Has taken account of the guidance given in the ECC3 Guidance Notes pages 19 and 20;
- ii. Understands the function of the Activity Schedule and how work is priced and paid for;
- iii. Is aware of the need to link the Activity Schedule to activities shown on his programme;
- iv. Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Works in accordance with the Works Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- v. Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the *works* for the tendered total of the Prices.
- vi. Understands there is no adjustment to the lump sum Activity Schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.
- vii. The access to the site is through the SGB or school Principal .

C2.2 PRICING INSTRUCTIONS

- 1 The Activity Schedule to be priced is to be drawn up by the Contractor.
- 2 The agreement is based on the NEC3 suite of documents, Option A. The additions, deletions and alterations to the NEC3 document as well as the contract specific variables are as stated in the Contract Data.
- 3 Preliminaries requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work.
- 4 It will be assumed that prices included in the Schedule of Activities (if any), are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The Contractor is required to make designs for the works. The Contractor will assume responsibility for design for suitability for purpose for the portion of the works which he has designed.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 The Schedule of Activities is not intended for the ordering of materials. Any ordering of materials, based on the Schedule of Activities, is at the Contractor's risk.
- 8 Activity Schedule and pricing to be submitted should be at a detailed level.
- 9 No variations will be considered for any omissions by the tenderer.
- 10 The contract price shall remain fixed for the duration of the contract and will not change with any fluctuations in foreign exchange and CPAP.

	<p>VOLUME 3 OF 3</p> <p>NEC3 ECC OPTION A</p> <p>THE CONTRACT</p>	<p>TENDER NO: IDTEC/40/DOE/2024/25</p> <p>THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR CONSTRUCTION OF TYELINZIMA HIGH SCHOOL, EASTERN CAPE</p>
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The activity schedule needs to be provided by the tenderer. The Tenderer may expand on this activity schedule, to include any additional activities as deemed necessary.

Example of inclusions

Designs

Foundation

Floor Slab

Brickwork Etc


The priced Schedule of Activities (to be compiled by Contractor), following hereafter will form an integral part of the “Contract” between the successful appointed Contractor and the Employer.

I, _____ of _____,
 (Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to requirements as set out in C2.3 and warrant that the documents submitted are true and accurate.


 (Signature)

 (Date)


	<p align="center">VOLUME 3 OF 3 NEC3 ECC OPTION A THE CONTRACT</p>	<p>TENDER NO: IDTEC/40/DOE/2024/25 THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR CONSTRUCTION OF TYELINZIMA HIGH SCHOOL, EASTERN CAPE</p>
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PRICING SCHEDULE


No	Description	Unit	Qty	Rate	Amount
1.	Preliminary and General Costs				
	Preliminary & General Costs (with associated site establishment) including an allowance for the employment of a CLO for the duration of the Contract (R8000 pm plus R500 pm cellphone allowance).	Sum	1		
2	IDMS Stage 3: Design Development				
	Review and Design Development of the Works (incorporating the existing concept design SDP provided in Annexure. The design development should include, but is not limited to, water and sanitation , stormwater, geotechnical investigations, structural design and any other investigations required for the successful completion of the project. Note: this includes the satisfactory completion of the information required for the Employer's information system (EFMS).	Sum	1		
3	IDMS Stage Gate 4: Detailed Design				
	Development of the detailed design documentation(Working Drawings), management of all statutory approvals (Environmental, Municipality, Department of Labour etc.) and a detailed Pricing Schedule (Bills of Quantities) for all parts of the Works. Note: this includes the satisfactory completion of the information required for the Employer's information system (EFMS).	Sum	1		
4	IDMS Stage Gate 5: Works				
	Supply, delivery and Construction of all the Works as approved by the Client in Stage Gate 4 Preliminary & General Costs (with associated site establishment) including an allowance for the employment of a CLO for the duration of the Contract (R8000 pm) and all resources required to meet the requirements of the OHS Act 85 of 1993, as amended. Note: this includes the satisfactory completion of the information required for the Employer's information system (EFMS).	Sum	1		

	<p align="center">VOLUME 3 OF 3</p> <p align="center">NEC3 ECC OPTION A</p> <p align="center">THE CONTRACT</p>	<p>TENDER NO: IDTEC/40/DOE/2024/25</p> <p>THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR CONSTRUCTION OF TYELINZIMA HIGH SCHOOL, EASTERN CAPE</p>
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5	IDMS Stage Gate 6: Handover					
	Production, documentation and delivery of all the requirements for meeting the	Sum	1			
NO	Description	Unit	Qty	Rate	Total	
	terms of practical completion. Note: this includes the satisfactory completion of the information required for the Employer's information system (EFMS).					
6	IDMS Stage Gate 7: Close-Out Note: Bidders to ensure Stage 7 is priced at 15% of overall project value, excl vat.					
	Production, documentation and delivery of all the requirements for meeting the terms of final completion (Final Accounts, Close-Out Report, As-built drawings etc.). Note: this includes the satisfactory completion of the information required for the Employer's information system (EFMS).	SUM	1			
7	Professional Services					
7.1.	Project Manager	Brought forward from Professional Fee Schedule				
	Architect	Brought forward from Professional Fee Schedule				
	Quantity Surveyor	Brought forward from Professional Fee Schedule				
	Electrical Engineer	Brought forward from Professional Fee Schedule				
	Mechanical Engineer	Brought forward from Professional Fee Schedule				
	Civil Engineer	Brought forward from				

	<p>VOLUME 3 OF 3</p> <p>NEC3 ECC OPTION A</p> <p>THE CONTRACT</p>	<p>TENDER NO: IDTEC/40/DOE/2024/25</p> <p>THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR CONSTRUCTION OF TYELINZIMA HIGH SCHOOL, EASTERN CAPE</p>
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		Professional Fee Schedule				
	Structural Engineer	Brought forward from Professional Fee Schedule				
	OHS Agent	Brought forward from Professional Fee Schedule				
	SUBTOTAL					
	CIDB ALLOWANCE AS PER REGULATION @ 0.05%					
	SUBTOTAL					
	VALUE ADDED TAX (VAT @15%)					
	GRAND TOTAL (TO BE CARRIED TO FORM OF OFFER)					

	<p>VOLUME 3 OF 3</p> <p>NEC3 ECC OPTION A</p> <p>THE CONTRACT</p>	<p>TENDER NO: IDTEC/40/DOE/2024/25</p> <p>THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR CONSTRUCTION OF TYELINZIMA HIGH SCHOOL, EASTERN CAPE</p>
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1. PROFESSIONAL FEE SCHEDULE

ESTIMATED CONSTRUCTION COST – R.....(VAT EXCLUSIVE)

PROJECT MANAGER FEES


Applicable Gazette - Government Gazette Board Notice 167 of 2019

Stages	Description of the Stage	Fees
Stage 1	N/A	N/A
Stage 2	N/A	N/A
Stage 3	Design and development	R
Stage 4	Documentation and procurement	R
Stage 5	Construction	R
Stage 6	Closeout	R
Add : Disbursements Allowance		R
DISCOUNT	..... %	R
TOTAL		R
VAT- 15%		R
TOTAL FEES (CARRIED TO PRICING SCHEDULE)		R
RATE PER HOUR		

ARCHITECT

Applicable Gazette - SACAP - rates as per Gazette 49108 Board Notice 471 of 2023

Stages	Description of the Stage	Fees
Stage 1	N/A	N/A
Stage 2	N/A	N/A
Stage 3	Design and development	R
Stage 4	Documentation and procurement	R
Stage 5	Construction	R
Stage 6	Closeout	R
Add : Disbursements Allowance		R

	VOLUME 3 OF 3 NEC3 ECC OPTION A THE CONTRACT	TENDER NO: IDTEC/40/DOE/2024/25 THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR CONSTRUCTION OF TYELINZIMA HIGH SCHOOL, EASTERN CAPE
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DISCOUNT %	R
TOTAL		R
VAT- 15%		R
TOTAL FEES (CARRIED TO PRICING SCHEDULE)		R
RATE PER HOUR		

QUANTITY SURVEYOR


Applicable gazette- SACQSP – rates as per the Gazette 39134 Board Notice 170 of 2015

Stages	Description of the Stage	Fees
Stage 1	N/A	N/A
Stage 2	N/A	N/A
Stage 3	Design and development	R
Stage 4	Documentation and procurement	R
Stage 5	Construction	R
Stage 6	Closeout	R
Add : Disbursements Allowance		R
DISCOUNT	..... %	R
TOTAL		R
VAT- 15%		R
TOTAL FEES (CARRIED TO PRICING SCHEDULE)		R
RATE PER HOUR		

ELECTRICAL ENGINEER

Applicable Gazzete- Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000) No. 44333 fee guidelines 2021

Stages	Description of the Stage	Fees
Stage 1	N/A	N/A
Stage 2	N/A	N/A
Stage 3	Design and development	R
Stage 4	Documentation and procurement	R
Stage 5	Construction	R


	VOLUME 3 OF 3 NEC3 ECC OPTION A THE CONTRACT	TENDER NO: IDTEC/40/DOE/2024/25 THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR CONSTRUCTION OF TYELINZIMA HIGH SCHOOL, EASTERN CAPE
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Stage 6	Closeout	R
Add : Disbursements Allowance		R
DISCOUNT %	R
TOTAL		R
VAT- 15%		R
TOTAL FEES (CARRIED TO PRICING SCHEDULE)		R
RATE PER HOUR		

MECHANICAL ENGINEER

Applicable gazette- Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000) No. 44333 fee guidelines 2021

Stages	Description of the Stage	Fees
Stage 1	N/A	N/A
Stage 2	N/A	N/A
Stage 3	Design and development	R
Stage 4	Documentation and procurement	R
Stage 5	Construction	R
Stage 6	Closeout	R
Add : Disbursements Allowance		R
DISCOUNT	..... %	R
TOTAL		R
VAT- 15%		R
TOTAL FEES (CARRIED TO PRICING SCHEDULE)		R
RATE PER HOUR		


	<p>VOLUME 3 OF 3</p> <p>NEC3 ECC OPTION A</p> <p>THE CONTRACT</p>	<p>TENDER NO: IDTEC/40/DOE/2024/25</p> <p>THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR CONSTRUCTION OF TYELINZIMA HIGH SCHOOL, EASTERN CAPE</p>
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CIVIL ENGINEER

Applicable Gazette - Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000) No. 44333 fee guidelines 2021

Stages	Description of the Stage	Fees
Stage 1	N/A	N/A
Stage 2	N/A	N/A
Stage 3	Design and development	R
Stage 4	Documentation and procurement	R
Stage 5	Construction	R
Stage 6	Closeout	R
Add : Disbursements Allowance		R
DISCOUNT	..... %	R
TOTAL		R
VAT- 15%		R
TOTAL FEES (CARRIED TO PRICING SCHEDULE)		R
RATE PER HOUR		


	<p>VOLUME 3 OF 3</p> <p>NEC3 ECC OPTION A</p> <p>THE CONTRACT</p>	<p>TENDER NO: IDTEC/40/DOE/2024/25</p> <p>THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR CONSTRUCTION OF TYELINZIMA HIGH SCHOOL, EASTERN CAPE</p>
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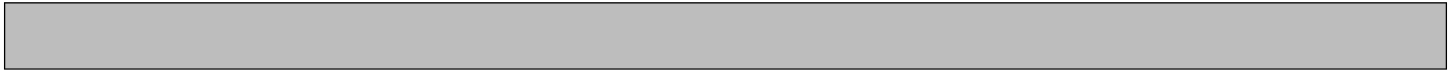


STRUCTURAL ENGINEER

Applicable Gazette - Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000) No. 44333 fee guidelines 2021

Stages	Description of the Stage	Fees
Stage 1	N/A	N/A
Stage 2	N/A	N/A
Stage 3	Design and development	R
Stage 4	Documentation and procurement	R
Stage 5	Construction	R
Stage 6	Closeout	R
Add : Disbursements Allowance		R
DISCOUNT	..... %	R
TOTAL		R
VAT- 15%		R
TOTAL FEES (CARRIED TO PRICING SCHEDULE)		R
RATE PER HOUR		


	<p>VOLUME 3 OF 3</p> <p>NEC3 ECC OPTION A</p> <p>THE CONTRACT</p>	<p>TENDER NO: IDTEC/40/DOE/2024/25</p> <p>THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR CONSTRUCTION OF TYELINZIMA HIGH SCHOOL, EASTERN CAPE</p>
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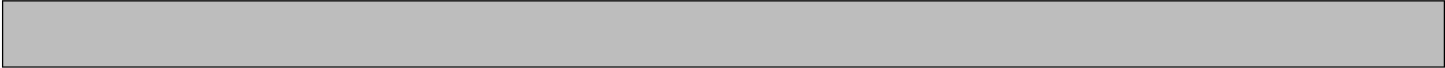



OCCUPATIONAL HEALTH AND SAFETY AGENT

Applicable Gazette - Government Gazette Board Notice 167 of 2019

Stages	Description of the Stage	Fees
Stage 1	N/A	N/A
Stage 2	N/A	N/A
Stage 3	Design and development	R
Stage 4	Documentation and procurement	R
Stage 5	Construction	R
Stage 6	Closeout	R
Add : Disbursements Allowance		R
DISCOUNT	..... %	R
TOTAL		R
VAT- 15%		R
TOTAL FEES (CARRIED TO PRICING SCHEDULE)		R
RATE PER HOUR		

	<p>VOLUME 3 OF 3</p> <p>NEC3 ECC OPTION A</p> <p>THE CONTRACT</p>	<p>TENDER NO: IDTEC/40/DOE/2024/25</p> <p>THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR CONSTRUCTION OF TYELINZIMA HIGH SCHOOL, EASTERN CAPE</p>
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	<p>VOLUME 3 OF 3</p> <p>NEC3 ECC OPTION A</p> <p>THE CONTRACT</p>	<p>TENDER NO: IDTEC/40/DOE/2024/25</p> <p>THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR CONSTRUCTION OF TYELINZIMA HIGH SCHOOL, EASTERN CAPE</p>
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PAGE	CLAUSE OR ITEM	PROPOSAL
		<div></div>

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to requirements as set out in C2.4 and warrant that the documents submitted are true and accurate.

(Signature) (Date)

PART 3: SCOPE OF WORK

NEC 3 Engineering and Construction Contract Option A: Priced Contract with *Activity Schedule* of April 2013 (including amendments).

Document reference	Title	No of pages
	This cover page	1
C3.1	Employers Works Information	3
C3.2	Contractors Works Information	6
C3.3	Particular Specifications	1
C3.4	Drawings	1
	Total number of pages	35


C3.1 EMPLOYERS WORKS INFORMATION

The following standards and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.

Area	Reference
Lightning Protection	SANS 10200:1985.
Lightning Protection	SANS 61024 – Protection of structures against lightning.
Lightning Protection	SANS 62305 – Earthing and Lightning Protection.
Lightning Protection	SANS 10313:2008 Protection against lightning – Physical damage to structures and life Hazard.
Earthing and Grounding	SANS 10292:2001
Control and Monitoring System	R842: Government Gazette, 8 August 2008
Quality	SANS 9001/150 9001 – Quality Management Standard
Quality	Standard for Quality Management Systems (ISO) 9001:2015
Safety	Pressure Equipment Regulations, 2009
Safety	Major Hazard Installation Regulations, 2001
SANS 347:2012	Categorization and conformity assessment criteria for all pressure equipment.
Health	National Norms and Standards relating to Environmental Health in terms of National Health Act, 2003 (Act Nr 61 of 2003)
General	Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022.

The following design standards are applicable for the project:

- SANS 10160 Parts 1, 2, 3 & 4 - Basis of Structural Design and Actions for Buildings and Industrial Structures to determine the loads sustained by the structural elements.
- SANS 10161& 10400-H Foundations for the design of foundations.
- SANS 10100 Parts 1 & 2 - The Structural Use of Concrete for reinforced concrete designs and construction.
- SABS 0144 - Detailing of Steel Reinforcement for Concrete for reinforcing steel detailing.
- SANS 10162 Parts 1 & 2 The structural use of steel
- SANS 10163 Parts 1 & 2 The structural use of timber
- SANS 2001-CCI - Construction Works: Concrete Works (Structural) SANS 2001-CSI - Construction

	<p>VOLUME 3 OF 3</p> <p>NEC3 ECC OPTION A</p> <p>THE CONTRACT</p>	<p>TENDER NO: IDTEC/40/DOE/2024/25</p> <p>THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR CONSTRUCTION OF TYELINZIMA HIGH SCHOOL, EASTERN CAPE</p>
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Works: Structural Steelwork

- SANS 13822 Bases for Design of Structures - Assessment of Existing Structures



- The South African National Standard: Code of Practice for “The Application of the National Building Regulations” i.e. those included in the “National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977)”, as published in the Government Gazette, number 31084, dated 30 May 2008, which became effective as of 01 October 2008, and known as “SANS 10400 - 2010”
- SANS 204-1: 2008 - Energy Efficiency in Buildings: Part 1 - General Requirements,
- SANS 204-2: 2008 - Energy Efficiency in Buildings: Part 2 - The Application of the Energy Efficiency Requirements for Buildings with Natural Environmental Control,
- SANS 204-3: 2008 - Energy Efficiency in Buildings: Part 3 - The Application of the Energy Efficiency Requirements for Buildings with Artificial Ventilation or Air-conditioning,
- SANS 507-1: (NRS 034-1: 2007) Electricity Distribution - Guidelines for the Provision of Electricity Distribution Networks in Residential Areas (Part 1: Planning and Design of Distribution Networks)
- SANS 10114-1: 2005: Interior Lighting
- South African National Standard: SANS 10142-1: 2003 - The Wiring of Premises: Part 1 - Low-voltage Installations, as amended
- SANS 164: Plug and socket outlets systems for household and similar purposes for use in South Africa
- “SANS 0313 - 1999: The Code of Practice for “The Protection of Structures against Lightning”
- any other relevant by-laws of the Local Authorities.
- The Occupational Health and safety act, 1993 (Act 85 of 1993)
- STS1 -Standard Specification for Air Conditioning and Ventilation Issue No. XI of 1998
- STS 5- Standard Specification for the Electrical equipment and Installation Mechanical Services Issue IXa, of December 1999
- PW 371 -Specification of Materials and Methods to be used. Fourth revision, October 1993
- SANS 69- Framework for setting and implementing national ambient air quality standards
- Fire Security: Standard Technical Specification for an Inert Gas Agent Extinguishing System : FPO 4E (PW 335): January 1999
- Fire Security: Standard Technical Specification for an Automatic Fire Alarm Installation : FPO 5E (PW 336) : June 1994
- Standard Technical Specification for the Preventive Maintenance, Servicing and Repair of Fire Security Installations (PW 341) : November 2000
- SANS 6211 Domestic solar water heaters: thermal performance
- SANS 10106 The installation, maintenance, repair and replacement of domestic solar water heating systems.

C3.2 CONTRACTORS WORKS INFORMATION

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The primary objective of the project is to procure a turnkey contractor for the planning, designing, construction and commissioning of Tyelinzima HS, Eastern Cape.

Employer's objectives

The Client wishes to procure an effective and efficient Turnkey contractor from suitably qualified and experienced grade 8 GB or higher contractor to planning, designing, construction and commissioning of Tyelinzima HS, Eastern Cape.

Overview of the works

- a) Build 25 new Classrooms. Admin Block, Nutrition Centre, Computer Room, Multipurpose Classroom, Science Laboratory, Library and 26 toilets, including all associated siteworks, including Elevated tank and security fencing
- b) Electrical Works
- c) Mechanical Works

New Classrooms: 60 square meter classrooms

Administration Block: Large Admin (up to 1000 learners)

Principal Office x 1

Deputy Principal Offices x 2

Admin Office

Reception Area

Storage

Strong Room

Staff Room

Counseling Room

2x Sick Rooms

1x Staff Kitchenette

4x HOD Offices

1x Printing Room

4x HODs (Attached to classroom blocks)

Dining and Nutrition Center

Large DNC with Eating Area, Scullery, refuse yard, kitchen, day store, dry store

Veg store, verandah, goods arrival and gas storage

Computer Room – 1 required

Multipurpose Classroom – 1 required

Science Laboratory – 1 required

Library – 1 required

ABLUTIONS

	Toilets	Basin
Girls	14	8
Boys	6	4
Disabled	2	2
Female Staff	3	2
Male Staff	1	2

Total Toilets Required

26

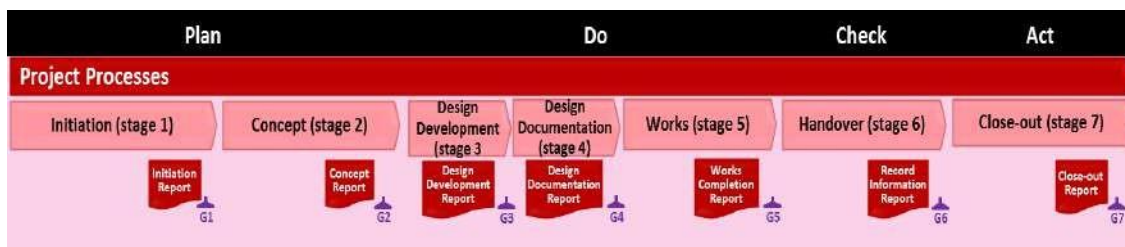
18

Parking
Elevated Water Tanks
Borehole Fixing
Electricity
Fencing – High Security,

In this section C3.2 the term client shall have the meaning ascribed to the term Employer in terms of this NEC3 ECC Option A Agreement,

The IDT as an Implementing Agent will do the following for the remaining period of the contract:

- Procure, appoint Contractor
- Facilitate briefing session
- Evaluate bids and make recommendations,
- Manage and supervise the works by the Contractor during implementation
- Conduct regular meetings with the Contractor
- IDMS Stage gate Monitoring



- Report at regular meetings held by IDT
- Conduct site inspections during construction
- Continuous engagement with the relevant stakeholders
- Close the programme

Definition of pricing

- The Bidder / Supplier / Contractor must quote in full for the design and construction of a Tyelinzima HS on a turnkey basis.
- The supplier must investigate and calculate the required electricity supply for the functionality of the facility.
- The supplier must price for connection of all services from the point at which the employer such indicates the connection point during construction. Such prices must include electrical cabling, water pipes, and sewerage pipe.
- The contractor must price for all regulatory cost requirements including registration of project with Department of Labour, Municipalities, Eskom, and others.
- Bidder must investigate and calculate the Mechanical requirements including Fire compliance for the functionality of the facility.
- The supplier must cater for site investigation (including scop report).
- Decanting Facilities during construction: Making use of Existing Classrooms and new prefabricated classrooms including the removal of the decanting site to a school not further than 200Km radius after construction

Contract management

The bidder must price for all contract management responsibilities, construction health and safety requirements.

All costs must be in line with the applicable guidelines of respective Professional Councils at the time of RFP closing, and all personnel appointed must be in possession of active professional registration.

For commencement of works all designs must be signed off by the respective professionals in line with SANS regulations.

Compliance to municipal bylaws – issuing of occupation certificate

Supplier shall liaise with local municipalities to seek all permits for intended use within 1 weeks after appointment.

The supplier shall develop and submit safety management plans to respective regulatory bodies within 1 weeks after appointment.

CONDITIONS OF BIDDING AND FORMS OF CONTRACT

- The bidder is responsible for all designs and associated costs
- The bidder shall not have any claims for costs reimbursements should their bid not be

Successful

- Stage 3 – 7 Approvals are required in this project from the bidder.
- All bids received shall be deemed in whole that they have considered all permutation for delivering the project / product is requested by the employer
- The bidder must support bid offer price with detailed activity schedule and condition assessment for ease of evaluation, and work management.
- The bidder's works and specifications shall comply to all Legislations and Regulations associated to the construction industry
- The employer reserves the rights to renegotiate the prices and conditions offered by the bidder
- All bids shall be received as the stipulated date and time of bid submission
- The employer shall provide access to the site earmarked for development
- The employer shall not pay for any deposit prior to commencement of works by successful bidder
- All payments for the contractor shall be payable as per the conditions of contract or where sectional completion is applicable, the supplier shall submit their claims after approval of works deemed complete by the employer
- The successful bidder is expected to conclude and sign the service level agreement prior to commencement of the contract
- Should both the bidder and employer not reach agreement with respect to content, context, and legal framework of Service Level Agreement, the employer reserves the right to withdraw the appointment
- The Contract to be used for the construction of the works shall be NEC3 option A with an activity schedule.

1.2. Occupational Health and Safety

The Turnkey Contractor needs to comply with the following legal requirements:

- Occupational Health and Safety Act, 85 of 1993, Edition 23 (latest edition) and Construction Regulation 2014
- Code of Practice: Managing exposure to SARS-CoV-2 in the workplace
- Annexure A – IDT Occupational Health and Safety Baseline specification
- Annexure B – IDT Baseline Risk Assessment
- Annexure C - Safety, Health, Environment and Quality Policy.



C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are separately bound in hereafter.

PARTICULAR SPECIFICATION

PAGE NO.

C3.4 DRAWINGS

3.4.1 TENDER DRAWINGS

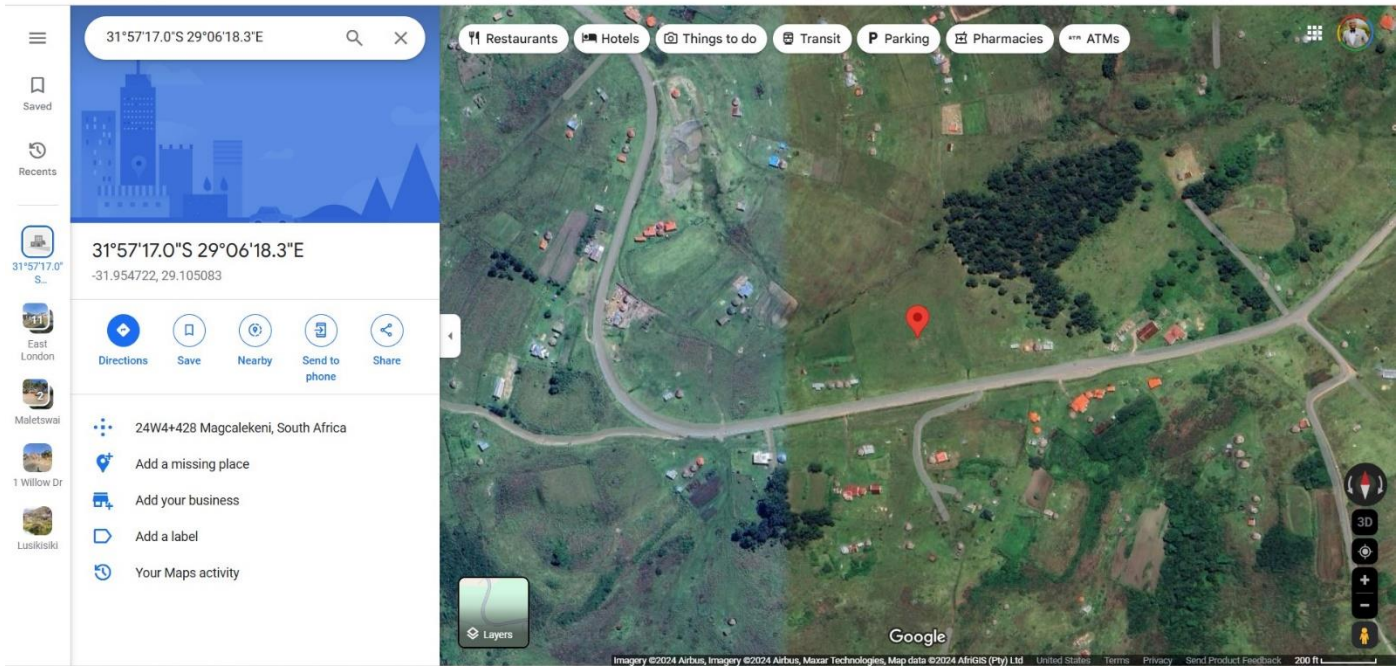
Note: Drawings are attached in the form Department of Education standard drawing norms

PART 4: SITE INFORMATION

Document reference	Title	No of pages
C4.1	This cover page	1
	<i>Locality Plan</i>	1
	Total number of pages	2

C4.1 LOCALITY PLAN

The work is located in Tyelinzima HS, Eastern Cape



C4.2 Addendum to the NEC Contract

**ADDENDUM
TO THE**

**ENGINEERING AND CONSTRUCTION CONTRACT OPTION A: PRICED
CONTRACT WITH ACTIVITY SCHEDULE OF APRIL 2013
(INCLUDING AMENDMENTS).**

BID No: IDTEC/40/DOE/2024/25

**THE APPOINTMENT OF A CONTRACTOR (TURNKEY) FOR THE
CONSTRUCTION OF TYELINZIMA HIGH SCHOOL**

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INTRODUCTION

1. This addendum is in addition to the NEC: Engineering and Construction Contract Option A: Priced Contract with Activity Schedule and each item below is cross-referenced to the clauses contained in the NEC.
2. Clauses not expressly stated in this Addendum shall maintain their meaning and application as contained in the NEC.
3. All words and phrases which are used in the NEC shall bear the same meaning and expressions as if specifically traversed herein.
4. References to clauses, sections, or items in both the NEC and this Addendum shall be interpreted to find their expression within the legislative framework of the Republic of South Africa governing the Engineering and Construction industry.
5. In the event a conflict of whatever nature arises from interpretation of the provisions in the NEC contract and this Addendum, the content of the provisions detailed in this Addendum shall take preference.

PART 1: C1.2: BID CONTRACT DATA

THE APPOINTMENT OF A CONTRACTOR (TURNKEY) FOR THE CONSTRUCTION OF TYELINZIMA HIGH SCHOOL

The Conditions of Contract are clauses of the **NEC 3: Engineering and Construction Contract A: Priced Contract with Activity Schedule** together with IDT's Special Conditions of Contract.

The **NEC 3: Engineering and Construction Contract A: Priced Contract with Activity Schedule** refers to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. Should there be any contradictions between the **Contract Data** and the NEC 3: Engineering and Construction Contract A: Priced Contract with Activity Schedule, the Contract Data shall take precedence.

Each item of data given below is cross-referenced to the clause in the NEC 3: Engineering and Construction Contract A: Priced Contract with Activity Schedule to which it mainly applies.

The additions, deletions and alterations will be found under C1.2.2 & C1.2.4

C1.2.4 CONTRACT DATA BY THE EMPLOYER

PART ONE – Data Provided by the Employer

The Conditions of contract are selected from the NEC3 Engineering and Construction Contract, April 2013. Each item of data given below is cross-referenced to the NEC3 Engineering Construction Contract which requires it.

CLAUSE	STATEMENT	DATA
1	GENERAL	
	The conditions of contract are the core clauses and the clauses for Main Option	
	Main Option	A: Price Contract with Activity Schedule
	Dispute resolution Option	W1: Dispute resolution procedure
	Secondary Options (incorporating amendments)	X2: Changes in the law X7: Delay damages X13: Performance Bond X16: Retention X18: Limitation of liability Z: Additional conditions of contract of the NEC3 Engineering and Construction Contract, April 2013
10.1	The <i>Employer</i> is (Name) Address	The Independent Development Trust (IDT) Palm Square Business Park Bonza Bay Road Beacon Bay East London
	Telephone	+27 (043) 711 6000
10.1	The <i>Client's Representative at IDT Head Office</i> is Address	Zanele Madzidzela Palm Square Business Park Bonza Bay Road Beacon Bay East London
	Telephone Fax	+27 (043) 711 6000
10.1	The <i>Project Manager</i> is	Jonga Ngcebetsa
	Address	Palm Square Business Park Bonza Bay Road Beacon Bay East London
	Telephone Fax	+27 (043) 711 6000
11.2	The Works information is in	Part C3 'Scope of Works' section of this Tender Document
11.2	The Site Information is in	Part C4 'Site Information' section of this Tender Document
11.2	The boundary of the site is	Refer to Annexure B 'Drawings' attached to this Tender Document
11.2	The law of the contract is	The law of the Republic of South Africa

CLAUSE	STATEMENT	DATA
13.1	The language of this contract is	English
13.3	The period of reply is	One Week
3	TIME	
31.2	The starting date is	TBC
11.2	The completion date is	TBC
31.1	The access date is	TBC
31.1	The Contractor submits a first Within two weeks of the contract date XX (preliminary) programme	with the tender by the tender closing date
32.2	The Contractor submits revised Four (4) weeks programmes at intervals no longer than	4 Weeks
35.1	The Employer is not willing to take over the works before the completion date	The Employer and Others will have access to the works during construction or prior to completion. Such access by the Employer and Others shall not relieve the Contractor from liability for the completion of the works in accordance with the Works Information and in terms of this contract.
4	TESTING AND DEFECTS	
42.2	The defects date is	Twelve (12) months after Completion of the whole of the works
43.2	The defects correction period is	Two (2) weeks
5	PAYMENT	
50.1	The assessment interval is	Ends and starts at 12h00 on the 25 th day of each successive month
50.1	The currency of this contract is	The South African Rand
51.2	The period within which payment is made is	30 calendar days, from the day in which the Invoice is submitted in hard copy to the IDT Western Cape Regional Office.
51.4	The interest rate is	The interest rates applicable to this contract, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
6	COMPENSATION EVENTS	
60.1	The weather measurements to be recorded for each calendar month are	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius
60.1	The place where weather is to be recorded (on the Site) is	At the Construction Site Office and the records to be kept on site in a file clearly marked for this purpose
60.1	Assumed values for the ten-year return weather data for each weather measurement for each	The first day of the month

CLAUSE	STATEMENT	DATA
	calendar month are	
8	RISKS AND INSURANCE	
84.1	The Employer provides these insurances	The Employer does not provide any insurance for the works.
84.2	The Contractor provides the insurance stated in	The Insurances shall be in the name of the Contractor and further provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued.
	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
9	Termination	Shall be in terms of Clause 9 (Termination) of the contract core clauses and in terms of the relevant Z Clause.
10	Data for Main Options	
	A Priced Contract with Activity Schedule	
11	Data for Option W1	
W1.2	The Adjudicator is	The person appointed jointly by the parties from the Construction Adjudication Association of South Africa CAASA panel of Adjudicators.
W1.4	The Adjudicator nominating body is	Construction Adjudication Association of South Africa.
W1.4	The tribunal is	Arbitration
W1.4	If the tribunal is arbitration, the arbitration procedure is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	East London, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the

CLAUSE	STATEMENT	DATA
12	Data for Secondary Option Clauses	
X7	Delay Damages Delay damages of the works are	Amount per day is 0.05%, to the maximum of 10% of the Contract value.
X13 X13.1	Performance bond (Guarantee) The amount of the performance	<p>10% of the contract value. Pro-forma draft of a performance bond is to be used is attached to this contract.</p> <p>In addition to that the contractor also undertake to provide the Professional Indemnity for each professional involved in the project, in favour of the Employer for the due fulfilment of their obligations in terms of this contract, which shall be for the amount of at least R3 000 000.00 (Three Million Rand) or twice their professional fees, whichever is the highest.</p> <p>The Contractor shall, within 10 days of signature of this Contract, provides a certificate of such insurances from a registered Financial Service Provider.</p>
X16.1	Retention The retention percentage is	<p>10% of the Contract value.</p> <p>In addition to that the contractor also undertake to provide the Professional Indemnity for each professional involved in the project, in favour of the Employer for the due fulfilment of their obligations in terms of this contract, which shall be for the amount of at least R10 000 000.00 (Ten Million Rand) or twice their professional fees, whichever is the highest.</p> <p>The Contractor shall, within 10 days of signature of this Contract, provides a certificate of such insurances from a registered Financial Service Provider.</p>
X18 X18.1	Limitation of Liability The Contractor's liability to the Employer for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue.
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	The total of the damage cost
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The total of the damage cost
X18.4	The Contractor's total liability to the	The Contractor's total direct liability to the Employer for

CLAUSE	STATEMENT	DATA
E	Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total amount of damages and/or otherwise to the extent allowed under the law of the contract.

DATA FOR MAIN OPTION CLAUSES

Additional Conditions of Z1-Z21 contract are amendments to the Core Clause

- Z1 Interpretation of the law
- Z1.1 Add to core clause 12.3:
- Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Project Manager*, the Supervisor, or the Adjudicator does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
- Z2 Providing the Works:
- Z2.1 Delete core clause 20.1 and replace with the following:
- The *Contractor* provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose
- Z3 **Other responsibilities:**
- Z3.1 **Add the following at the end of core clause 27:**
- The *Contractor* shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date
- Z3.2 The *Contractor* shall be responsible for the correct setting out of the *Works* in accordance with the original points, lines and levels stated in the Works Information or notified by the *Project Manager*, Supervisor or the *Employer*. Any errors in the positioning of the *Works* shall be rectified by the *Contractor* at the *Contractor's* own costs.
- Z4 Extending the defects date:
- Z4.1 Add the following as a new core clause 46:
- If the *Employer* cannot use the works due to a Defect, which arises after Completion and before the defects date, the defects date is delayed by a period equal to that during which the *Employer*, due to a Defect, is unable to use the works
- 4.2 If part of the works is replaced due to a Defect arising after Completion and before the defects date, the defects date for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced
- Z4.3 The *Project Manager* notifies the *Contractor* of the change to a defect date when the delay occurs. The period between Completion and an extended defects date does not exceed twice the period between Completion and the defects date stated in the Contract Data

Z5 Termination

Z5.1 **Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:** “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.

Amendment to the Secondary Option Clauses

Z6

Performance Bond (Guarantee)

Z6.1 Amend the first sentence of clause X13.1 to read as follows:

The *Contractor* gives the *Employer* an unconditional, on-demand performance bond (guarantee), provided by a bank which the *Project Manager* and the *Employer* have accepted, for the amount stated in the Contract Data and in the form set out in Annexure C.ii of this Contract Data.

Z6.2 **Add the following new clause as Option X13.2:**

The *Contractor* ensures that the performance bond (guarantee) is valid and enforceable until the end of the contract period. If the terms of the performance bond specify its expiry date and the end of the contract period does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond (guarantee) until the end of the contract period. If the *Contractor* fails to so extend the validity of the performance bond (guarantee), the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security.

Z7 *Employer's* limitation of liability

Z7.1 **Insert the following new clause as Option X18.6:**

The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00

Z8 Cession, delegation and assignment

Z8.1 The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the prior written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner/trustee (whether provisional or not) of the *Contractor*.

Z8.2 The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity.

Z9 Joint and several liability

- Z9.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract
- Z9.2 The *Contractor* shall, in its bid document, notify the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf
- Z9.3 The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
- Z10 Ethics
- Z10.1 The Contractor undertakes:
- Z10.1.1 not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z10.1.2 to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the Employer is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z10.2. The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z10.3 If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
- Z11 Confidentiality
- Z11.1 All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Employer*, which consent shall not be unreasonably withheld.
- Z11.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Employer*.
- Z11.3 This undertaking shall not apply to
- Z11.3.1 Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z11.3.2 Information, which the *Contractor* is required by law to disclose, provided that the Contractor notifies the *Employer* prior to disclosure to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain

assurances that confidential treatment will be afforded to the information so disclosed;

- Z11.3.3 Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the *Works* and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5 The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z12 Employer's Step-in rights

- Z12.1 If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Project Manager* or the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the Contractor) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*.
- Z12.2 The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the works) and generally does all things required by the *Project Manager* or the *Employer* to achieve this end.
- Z13 Liens and Encumbrances
- Z 13.1 **The Contractor keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The Contractor, vis-a-vis the Employer, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the Employer, waive all liens they may have or become entitled to over such Equipment from time to time**
- Z14 **Intellectual Property**
- Z14.1. Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- Z14.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the works.

- Z14.3 The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free license to use and copy all IP related to the works for the purposes of constructing, repairing, demolishing, operating and maintaining the works.
- Z14.4 The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z14.5 The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("the claim"), which arises out of or in relation to:
- Z14.5.1 the *Contractor's* design, manufacture, construction or execution of the Works
- Z14.5.2 the use of the *Contractor's* Equipment, or
- Z14.5.3 the proper use of the *Works*.
- Z14.6 The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z16 Dispute Resolution:

- Z16.1 **Appointment of the Adjudicator**
An Adjudicator is appointed when a dispute arises.
The referring party nominates an Adjudicator; which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated Adjudicator, the referring Party refers the appointment deadlock to the Construction Adjudications Association of South Africa (CAASA), www.adjudications.co.za, who will then appoint an Adjudicator listed in their Panel of Adjudicator.
- Z16.2 The Parties appoint the Adjudicator under the NEC3 Adjudicator's Contract, April 2013.

Z17 Notification of a compensation event

- Z17.1 Delete "eight weeks" in clause 61.3 and replace with "four weeks". Delete the words "unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption."

Z18 BBBEE Certificate

- Z18.1 The Contractor shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

Z19 Communication

- Z19.1 Add a new Core Clause 14.5 and 14.6 to read as follows:
The Project Manager requires the prior written consent of the Employer if an action will result in a change to the design, scope, and Works information that would result

in the Employer incurring any cost.

Z19.2 The Project Manager requires the prior written consent of the Employer if an action will result in the Completion Date being extended.

Z20 Delegation

Z20.1 As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the Contractor agrees to the following:
As part of this contract the Contractor acknowledge that it (mandatory) is an Employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations, 2014, as amended.

Z21 Security Clearance

Z21.1 Restrictions on movement and limited access
The Contractor's personnel, vehicles and equipment will be restricted to areas of construction only. The Contractor shall comply with any requirements that the Engineer may have in this regard and shall take note that for security reasons the access to some areas, may be limited.

Z21.2 Prohibition on taking of photographs
The Contractor's attention is drawn to the Defence Act, 1957 (Act No 44 of 1957) and the Correctional Services Act, 1998 (Act No 111 of 1998) which clearly state that the taking of photographs is prohibited and that even the possession of a camera on Site is an offence.

Z21.3 Security check on personnel
The Employer may require the Contractor to have his personnel or a certain number of them security-classified, if so required by any competent authority.
In the event of the Employer or any competent authority requiring the removal of a person or persons from the site for security reasons, the Contractor shall do so forth with and the Contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work. In such circumstances the Contractor shall indemnify the Employer and the Engineer and shall hold the Employer and the Engineer harmless against any and all claims of whatever nature arising.

Z21.4 Access cards to security areas
Should the work fall within a security area, the Contractor must obtain from the Engineer access cards for his security-cleared personnel and employees who work within such an area. The Contractor must comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the Department of Correctional Services or SA Police services.



PART TWO - DATA PROVIDED BY THE CONTRACTOR

CLAUSE	STATEMENT	DATA
10.1	The <i>Contractor</i> is (Name) Address Telephone Fax	
11.2	The Works Area is	Only the Site Area indicated under Part C3 'Scope of Works' section of this Tender Document
24.1	The <i>Contractor's</i> Key people are:	CV's to be appended to Tender Schedule
	The Construction Project Manager is	
	Responsibility	
	Qualifications	
	Professional Registration	
	Experience	
	The Supervisor is	
	Responsibility	
	Qualifications	
	Professional Registration	
	Experience	
	The Civil & Structural Engineer is	
	Responsibility	
	Qualifications	
	Professional Registration	
	Experience	
	The Health and Safety Consulting is	
	Responsibility	
	Qualifications	
	Professional Registration	
	Experience	
11.2	The <i>completion date</i> is	
11.2	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> – Existing Services – Access to Site – Delay in supply of material and/or equipment – Progress of the works against the program



VOLUME 3 OF 3
NEC3 ECC OPTION A
THE CONTRACT

TENDER NO: IDTEC/40/DOE/2024/25
THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR
THE CONSTRUCTION OF TYELINZIMA HIGH SCHOOL,
EASTERN CAPE

CLAUSE	STATEMENT	DATA
11.2	The <i>Works Information</i> is in	Part C3 ' <i>Works Information</i> / Scope of Works' section of this Tender Document
31.1	The Contractor submits a first	with the tender by the tender closing date



VOLUME 3 OF 3
NEC3 ECC OPTION A
THE CONTRACT

TENDER NO: IDTEC/40/DOE/2024/25
THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR
THE CONSTRUCTION OF TYELINZIMA HIGH SCHOOL,
EASTERN CAPE

C1.3 CONSTRUCTION GUARANTEE



INDEPENDENT DEVELOPMENT TRUST

THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE CONSTRUCTION OF TYELINZIMA HIGH SCHOOL

C1.3 CONSTRUCTION GUARANTEE GUARANTOR DETAILS AND DEFINITIONS

Guarantor means		
Physical address		
Guarantor's signatory 1		Capacity
Guarantor's signatory 2		Capacity
Employer means	<u>THE INDEPENDENT DEVELOPMENT TRUST</u>	
Contractor means		
Project Manager means		
Works means	<u>BID NO: IDTEC/40/DOE/2024/25</u> <u>THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE</u> <u>CONSTRUCTION OF TYELINZIMA HIGH SCHOOL</u>	
Site means	Tyelinzima High School. Google Co-ordinates: 31°57'17.0 S 29°06'18.3 E	
Agreement means	<u>NEC 3: Engineering and Construction Contract (A: Priced Contract with</u> <u>Activity Schedule) with contract data, standard and special conditions</u> <u>of contract</u>	
Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT		
Amount in figures	R	
Amount in words		
	(Rand)	
Guaranteed Sum means the maximum aggregate amount of		
Amount in figures	R	
Amount in words	(Rand)	



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

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

- 2 The Guarantor hereby acknowledges that:

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

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

- 3 Subject to the Guarantor's maximum liability referred to in amended clause 11.1.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

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

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

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

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

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

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



VOLUME 3 OF 3
NEC3 ECC OPTION A
THE CONTRACT

TENDER NO: IDTEC/40/DOE/2024/25
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THE CONSTRUCTION OF TYELINZIMA HIGH SCHOOL,
EASTERN CAPE

- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at _____ Date _____

Guarantor's Signatory 1	_____	Guarantor's Signatory 2	_____
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Identity number	_____	Identity number	_____
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Witness 1	_____	Witness 2	_____
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Guarantor's seal or stamp



C1.4 ADJUDICATOR'S AGREEMENT



INDEPENDENT DEVELOPMENT TRUST

THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE CONSTRUCTION OF TYELINZIMA HIGH SCHOOL

C1.4 ADJUDICATOR'S AGREEMENT

This agreement is made on the _____ day of _____ between:

_____ (name of company / organisation)

of _____

_____ (address) and

_____ (name of company / organisation)

of _____

_____ (address) and

(the Parties)

and _____ (name of Adjudicator)

of _____

_____ (address) and

(the Adjudicator)

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

and known as _____

and these disputes or differences shall be/have been* referred to adjudication in accordance with the NEC 3: Engineering and Construction Contract (A: Priced Contract with Activity Schedule) Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the NEC 3: Engineering and Construction Contract (A: Priced Contract with Activity Schedule) Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the NEC 3: Engineering and Construction Contract (A: Priced Contract with Activity Schedule) Adjudication Rules.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.



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- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:	SIGNED by:	SIGNED by:
Name: _____	Name: _____	Name: _____
ID: _____	ID: _____	ID: _____
who warrants that he / she is duly authorized to sign for and on behalf of the first Party in the presence of	who warrants that he / she is duly authorized to sign for and on behalf of the second Party in the presence of	the Adjudicator in the presence of
Witness	Witness:	Witness:
Name: _____	Name _____	Name: _____
Address: _____	Address: _____	Address: _____
Date: _____	Date: _____	Date: _____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent traveling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. This fee shall become payable in equal amounts by each Party within 30 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with



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	the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 30 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary



Part C2: PRICING DATA

INDEPENDENT DEVELOPMENT TRUST

THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE CONSTRUCTION OF TYELINZIMA HIGH SCHOOL

C2.1 Pricing Instructions

C2.1.1 Pricing Instruction to the contractor

1. The Agreement is based on the Option A Price Contract with Activity Schedule. It includes core and secondary option clauses, the schedules of cost components, and contract data
2. It will be assumed that prices included in the Activity Schedule are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
3. The prices and rates in these Activity Schedule shall be fully inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Works Information, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
4. Bidders are to take note that the contract price adjustments are not applicable to this contract. Bidders should therefore make provision in the Contract Sum, schedule of rates, etc. for possible price increases during the contract period, as no claims in this regard shall be considered/entertained.
5. An item against which no price is entered will be considered to be covered by the other prices or rates in the Activity Schedule. A single lump sum will apply should a number of items be grouped together for pricing purposes.
6. Tenderers are reminded that some of the works are to be undertaken under restrictive site conditions, over protected environments.
7. Tenderers are reminded and hereby given the opportunity to allow for and price all costs related to the abnormal working conditions referred to herein as no claims for additional costs will be entertained for any omission on the part of tenderers.
8. Tenderers are given the option to include the above mentioned additional costs in their tender amount as a lump sum amount in item under a section in the **Activity Schedule**. Alternatively, Tenderers tendered rates or amounts shall be deemed to include for all such costs.
9. The tenderer is to acquaint himself as to the specific requirements of this tender. **No claim will be entertained due to the failure of the tenderer to allow for these requirements.**

C2.1.2 Function of the Activity Schedule

Clause 54.1 in Option A states: "Information in the Activity Schedule is not Works Information or Site Information". This confirms that specifications and descriptions of the work or any constraints on how it is to be done are not included in the Activity Schedule but in the Works Information. This is further confirmed by Clause

20.1 which states, “The *Contractor* Provides the Works in accordance with the Works Information”. Hence the *Contractor* does **not** Provide the Works in accordance with the Activity Schedule. The Activity Schedule is only a pricing document.

C2.1.3 Link to the programme

Clause 31.4 states that “The *Contractor* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance”. Ideally the tendering contractor will develop a high level programme first then resource each activity and thus arrive at the lump sum price for that activity both of which can be entered into the *activity schedule*.

C2.1.4. Preparing the activity schedule

Generally, it is the tendering contractor who prepares the *activity schedule* by breaking down the work described within the Works Information into suitable activities which can be well defined, shown on a programme and priced as a lump sum.

C2.1.5. Assumptions

It is assumed that in preparing his *activity schedule* the *Contractor*:

- Has taken account of the guidance given in the ECC3 Guidance Notes pages 19 and 20;
- Understands the function of the Activity Schedule and how work is priced and paid for;
- Is aware of the need to link the Activity Schedule to activities shown on his programme;
- Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Works in accordance with the Works Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the *works* for the tendered total of the Prices.
- Understands there is no adjustment to the lump sum Activity Schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.



C2.2 Activity Schedule

INDEPENDENT DEVELOPMENT TRUST

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C2.2 Activity Schedule

The **Activity Schedule** shall be submitted by the bidder. Each page of the **Activity Schedule** must be signed and the total cost shall match the amount indicated in the returnable schedule C1.1 (**Form of Offer and Acceptance**)

NOTE: Failure of a tenderer to submit and sign the Activity Schedule will invalidate the tender Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

No:	Description	Rates	Quantity (Hours)	Unit Price	Price
1	Providing Professional Services (Stage 3 to Stage 6) for the Construction of Tyelinzima High School Provide breakdown of costing as an attachment (To include the number of hours, rate per individual and other related costs)				R
					R
No:	Description	Rates	Quantity (Hours)	Unit Price	Price
2	Other related professional costs (eg. Review of existing Stage 2 drawings and specifications)				R
					R
No:	Description	Rates	Quantity (Hours)	Unit Price	Price
3	CONSTRUCTION WORKS				
3.1	Architectural works. Provide bill of quantities, attach detailed breakdown				R
3.2	Civil works. Provide bill of quantities, attach detailed breakdown				R
3.3	Structural works. Provide bill of quantities, attach detailed breakdown				R
3.4	Electrical works. Provide bill of quantities, attach detailed breakdown				R
No:	Description	Rates	Quantity (Hours)	Unit Price	Price
4	Other costs				
4.1	Safety file				R
4.2	Site establishment				R
4.3	Permit costs (to be paid on a proven costs)				R
No:	Description	Rates	Quantity (Hours)	Unit Price	Price
5	Any Other cost please list below (Provide detailed breakdown)				R
				Total Excluding VAT	R
				VAT	R
				Total Including VAT	R

TENDERES NAME: _____

TENDERES ADDRESS: _____

PRINT FULL NAMES: _____

SIGNATURE
(Duly authorised to sign on behalf of the tenderer)

DATE

Important Notes to the Contractor:

Activity Schedule relates to a programme where each activity is allocated a price and interim payments are made against completion of each activity. Its advantage is that it simplifies the administration of the interim payment process.

The **Activity Schedule** is submitted together with a contract programme as part of the tender. It is important that all the activities priced add up to the tender sum and that major sub-contractors participate in the allocation of prices against their programmed activities.

The **Activity Schedule** shall covers all the main activities required, separating each element of work that is sub-contracted. Some preliminaries, such as site offices, need a separate price bar for set up, operational use and dismantling activities. Other preliminaries such as staff and electrical consumption will be part of a constant bar.

Bars that are longer than a month then have their bar line split by defining more accurately the piece of work completed in that period. A time-defined period is acceptable in the case of preliminaries. The price allocated to each total element of work is then proportionately split to match the more defined elements.

The bidder must ensure that the pricing of the **Activity Schedule** is not unduly front-loaded and fairly reflects normal cash-flow curves associated with building projects.

The programme must show how the activities on the **Activity Schedule** are programmed. The programme and the **activity schedule** need not show exactly the same activities, but there should be correlation between them.

Part C3: WORKS INFORMATION / SCOPE OF WORKS

THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE CONSTRUCTION OF TYELINZIMA HIGH SCHOOL

C3.1 EMPLOYERS WORKS INFORMATION / SCOPE OF WORK

1. EMPLOYER'S OBJECTIVES

The Employer's objectives are to deliver cost effective construction of Tyelinzima high School, at a reduced time frame without compromising quality and safety while complying with the national building standards and with DPWI standards.

2. DESCRIPTION OF THE WORKS

The scope of work defined for this project focus on the construction of Tyelinzima High School. Refer to the drawings attached under Annexures B.

2.1. PRELIMINARY ASSESSMENT

The scope of work and design that has obtained local authority approval will remain unchanged and the defined scope of works of this project, comprise of the additions to the existing guardhouse structure and construction of a new vehicle access control shelter.

2.2. SCOPE OF WORKS: INCLUSIONS

Overview of the works

Build 25 new Classrooms. Admin Block, Nutrition Centre, Computer Room, Multipurpose Classroom, Science Laboratory, Library and 26 toilets, including all associated siteworks, including Elevated tank and security fencing

Electrical Works

Mechanical Works

New Classrooms: 60 square meter classrooms Administration Block: Large Admin (up to 1000 learners)

Principal Office x 1

Deputy Principal Offices x 2 Admin Office

Reception Area Storage

Strong Room Staff Room Counseling Room 2x Sick Rooms

1x Staff Kitchenette 4x HOD Offices

1x Printing Room 514

4x HODs (Attached to classroom blocks)

Dining and Nutrition Center

Large DNC with Eating Area, Scullery, refuse yard, kitchen, day store, dry store Veg store, verandah, goods arrival and gas storage

Computer Room – 1 required

Multipurpose Classroom – 1 required

Science Laboratory – 1 required

Library – 1 required



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ABLUTIONS	Toilets	Basin
Girls	14	8
Boys	6	4
Disabled	2	2
Female Staff	3	2
Male Staff	1	2
Total Toilets Required	26	18

Parking
Elevated Water Tanks Borehole Fixing Electricity
Fencing – High Security,

2.3. SCOPE OF WORKS: EXCLUSIONS OF THE PROJECT SCOPE

The scope of the project excludes:

- No Exclusions.

3. COMPLIANCES WITH STANDARDS AND REGULATIONS

The refurbishment of the building should be executed in compliance with:

- National building Regulations and Building Standard Act
- Relevant SANS Standards
- PW 371-B Construction Works: Specifications (Edition 2.2 December 2015) from DPWI

Once the works on site have been completed and commissioned, the contractor shall provide:

- Certificate of Compliance for all services and works implemented.
- Certificate of Completion (Form 4) in terms of National Building Regulations and Building Standard Act (Act No. 103 of 1977) for each discipline. Certificates that should be signed by each licensed/registered consultant involved in the project, forming part of the Turnkey solution.
- Certificate of Occupancy from the Building Control Department of the relevant Municipality.
- And other statutory compliances certification.

4. DRAWINGS

The drawings provided on this tender under **C3.4** are for information purposes. It is the bidder responsibility to take measurements on site for the purpose of pricing. The Employer will not take responsibilities for any discrepancy on this regard.

5. PROCUREMENT MANAGEMENT

5.1. Preferential procurement procedures

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

5.1.1 Requirements for the sourcing and engagement of labour.

5.1.1.2 The rate of pay for all employment aspects i.e., skilled, semi-skilled and unskilled is to comply with the applicable government gazette standards.

5.1.1.2 The Contractor shall endeavor to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- 50 % women;
- 25% youth who are between the ages of 18 and 25; and
- 2% on persons with disabilities.

5.1.2 Specific provisions pertaining to SANS 1914-5

5.1.2.1 Definitions

5.1.2.1.1 Targeted labour: Unemployed persons who are employed as local labour on the project.

5.1.2.2 Contract Participation Goal

5.1.2.2.1 The minimum Contract Participation Goal applicable to the Contract is 30%.

- 5.1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

6. MANAGEMENT

6.1. Recording of weather

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

6.2. Unauthorised 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.

6.3. 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.

6.4. Forms for contract administration

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

6.5. Payment certificates

The Contractor to ensure that the VAT invoice required with each certificate is delivered timeously.

The Contractor to ensure timeous submission of all required documentation for the expedient processing of payment certificates, as required by the *Employer*, e.g. BAS entity forms, company registration details, VAT clearance certificates, *Contractor's* monthly reports, etc. The Contractor is responsible for such documentation submission. *Contractor's* monthly reports to be attached to every payment certificate and no certificate shall be paid without a report for that month.

7. CONDITIONS OF CONTRACT

The Contractor shall comply with the obligations and requirements of the Agreement and Contract Data documents, as per the NEC 3 Engineering and Construction Contract, A Price Contract with Activity Schedule.

The Contractor shall allow for all the responsibilities and obligations in terms of the conditions of contract and contract data, including.

- Risks, costs and obligations in terms of the Contract, the Contract Data and of the standardized specifications, except where provision is made in the Project Specifications to cover compensation for any of these items.

- Head office and site overheads and supervision.
- Profit and financing costs.
- Sureties, employment related expenses, statutory expenses.
- Indemnities & insurances: The contractor will only be permitted to perform work on the site if a valid insurance policy document and proof of cover or premium payment have been submitted and approved.
- The Contractor shall maintain current registration and have paid the necessary fees to the Compensation Commissioner in compliance with the Compensation for Occupational Injuries and Diseases Act, 1993 (COID). The contractor will only be permitted to perform work on any site if a valid Letter of Good Standing issued by the Compensation Commissioner has been submitted and approved.
- A detailed program for the execution of the engineering works, Maintenance works and Installation works for the whole of the contract period, listing each plant, its location and fixed dates of maintenance. The contractor will be required to comply with the program at all times.
- Expenses of a general preliminary and general nature not specifically related to any item or items of permanent or temporary work.

Part C4: PROJECT AND SITE INFORMATION

SITE INFORMATION

The project is situated in Eastern Cape, Mqanduli at Tyelinzima High School.

Google Maps GPS co-ordinates: 31°57'17.0 S 29°06'18.3 E