



INDEPENDENT DEVELOPMENT TRUST

IDT-LP-LDPW-PV- BULK-2511

A Bid for Category 7CE or higher CIDB Registered Contractors

**BULK SERVICES (EXTERNAL WORKS) FOR THE PLANNED 15 NEW MPL HOUSES
AT PARLIAMENTARY VILLAGE IN BENDOR, POLOKWANE**

LOCATED IN POLOKWANE, CAPRICORN DISTRICT, LIMPOPO PROVINCE

Name of Bidder : _____

Name of duly authorized person: _____

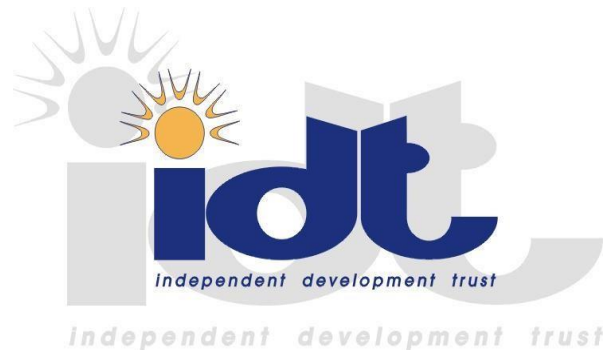
Address : _____

Tel. Number : _____

Cell number : _____

Fax number : _____

E-mail : _____



INDEPENDENT DEVELOPMENT TRUST

**BULK SERVICES (EXTERNAL WORKS) FOR THE PLANNED 15 NEW MPL HOUSES
AT PARLIAMENTARY VILLAGE IN BENDOR, POLOKWANE**

LOCATED IN POLOKWANE, CAPRICORN DISTRICT, LIMPOPO PROVINCE

TENDER NO: IDT-LP-LDPW-PV- BULK-2511

**COMPULSORY BRIEFING MEETING DATE: 08 DECEMBER 2025 @ 11H00 PARLIAMENTARY
VILLAGE**

CLOSING DATE: 22 JANUARY 2026 @ 12H00 AFTERNOON

ISSUED BY;

Independent Development Trust

P.O Box 55386

Polokwane

0700

Tel: (015) 295 0000



INDEPENDENT DEVELOPMENT TRUST

BULK SERVICES (EXTERNAL WORKS) FOR THE PLANNED 15 NEW MPL HOUSES AT PARLIAMENTARY VILLAGE IN BENDOR, POLOKWANE

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C3	Scope of Work
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C4	Site Information
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INDEPENDENT DEVELOPMENT TRUST

T1.1 Bid Notice and Invitation to Bid

BULK SERVICES (EXTERNAL WORKS) FOR THE PLANNED 15 NEW MPL HOUSES AT PARLIAMENTARY VILLAGE IN BENDOR, POLOKWANE

It is estimated that Bidders should have a CIDB contractor grading of **7CE** and **5EP** as the scope includes electrical works estimated at **5EP**. Where the 7CE bidder is sub-contracting, they should subcontract a service provider registered at **CIDB 5EP** or higher.

Documents will be available from the IDT website, CIDB i-tender and National Treasury e-tender bulletin on the **28th November 2025**

Queries relating to the issues of these documents may be addressed to:

Technical

Mr. Thabang Moekoa

Tel No 015 295 0000

E- mail ThabangMo@idt.org.za

Or

Administrative enquiries'

Ms Mmapula Montsho

Tel No 012 845 2000

E- mail MmapulaM@idt.org.za

Bid documents to be submitted at the Bid box of the IDT office:

INDEPENDENT DEVELOPMENT TRUST OFFICES

76E Schoeman Street

POLOKWANE

0700

T1.1

Part T1: Bid procedures

Bid Notice and Invitation to Bid

BID NO: IDT-LP-LDPW-PV- BULK-2511

PLEASE NOTE THE FOLLOWING IMPORTANT DATES

- **Bid Closing Date: 22 JANUARY 2026 @ 12H00 AFTERNOON**
- **Compulsory briefing meeting: 08 DECEMBER 2025 @ 11h00 AM at Parliamentary Village**

Failure to attend the briefing meeting will invalidate your response to this bid

Bid 2 T1.1

Part T1: Bid procedures

Bid Notice and Invitation to Bid

INDEPENDENT DEVELOPMENT TRUST

BULK SERVICES (EXTERNAL WORKS) FOR THE PLANNED 15 NEW MPL HOUSES AT PARLIAMENTARY VILLAGE IN BENDOR, POLOKWANE

T1.2 Bid Data

The conditions of Bid are the Standard Conditions of Bid as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of Bidders as an Annex to this Bid Data.

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

Part T2: Returnable documents

BID NO: IDT-LP-LDPW-PV- BULK-2511

The additional conditions of Bid are:

Clause Bid Data for BID NO: IDT-LP-LDPW-PV- BULK-2511 number

F.1.1 The employer is the **Independent Development Trust, Limpopo Region**

F.1.2 The Bid documents issued by the employer comprises:

T1.1 Bid notice and invitation to Bid

T1.2 Bid data

T2.1 List of returnable documents

T2.2 Returnable schedules

Part 1: Agreements and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Form of
Guarantee C1.4

Adjudicator's
appointment

Part 2: Pricing data

C2.1 Pricing instructions

C2.2 Activity schedules / Bills of Quantities

Part 3: Scope of work

C3 Scope of work

Part 4: Site information

C4 Site information

F.2.1 Only those Bidders who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Bid for a **Grade 7CE** of construction work, are eligible to submit Bids. Where the bidder is sub-contracting the electrical works, the bidder shall subcontract a service provider registered at **CIDB 5EP** grade or higher.

Joint ventures are eligible to submit Bids provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the Grade 7CE or higher class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry

Part T2: Returnable document

Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum Bid for a **7CE or higher Civil Engineering** class of construction work and 5EP or higher Electrical Engineering. Where the bidder is sub-contracting the electrical works, they shall subcontract a service provider registered at **CIDB 5EP** grading or higher.

F.2.7 There shall be compulsory briefing with representatives of the employer

F.2.12 No alternative Bid offers will be considered

F.2.13.3 Parts of each Bid offer communicated on paper shall be submitted as one original (i.e. no copies should be submitted).

F.2.13.5 The employer's address for delivery of Bid offers and identification details to be shown on each Bid.

Location of Bid box: Physical address: -

INDEPENDENT DEVELOPMENT TRUST OFFICES

76E Schoeman Street
POLOKWANE
0700

Identification details:

BID NO: IDT-LP-LDPW-PV- BULK-2511

**TITLE: BULK SERVICES (EXTERNAL WORKS) FOR THE PLANNED 15 NEW MPL
HOUSES AT PARLIAMENTARY VILLAGE IN BENDOR, POLOKWANE**

F.2.15 The closing time for submission of Bid offers is as stated in the Bid Notice and Invitation to Bid.

**Closing Date: 22 JANUARY 2026
Closing Time: 12h00 Afternoon**

F.2.15 Telephonic, Telegraphic, Telex, Facsimile or E-mailed Bid offers will not be accepted.

Part T2: Returnable documents

BID NO: IDT-LP-LDPW-PV- BULK-2511

F.2.16 The Bid offer validity period is **90 (Ninety) days**.

F.2.17 The contract duration is **08 months** from date of Site Handover.

F.2.23 The Bidder is required to submit with his Bid a Certificate of Contractor Registration issued by the Construction Industry Development Board; Compensation of Injury Diseases Act certificate (COIDA) and a valid Tax Clearance Certificate issued by the South African Revenue Services.

Where a Bidder Bids through joint venture formation, such Bidders should include a joint venture agreement duly signed by each partner and stamped by commissioner of oath.

F.3.4 Bids will not be opened immediately after the closing time; they will be posted on the IDT Website within 7 days of closure.

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

BID DOCUMENTS WILL BE EVALUATED IN TERMS OF THE MANDATORY REQUIREMENTS AND GENERIC FUNCTIONALITY CRITERIA AS FOLLOWS:

PHASE ONE - MANDATORY REQUIREMENTS

1. Authority to Sign this BID (for companies that has more than one director).
2. Service Providers must be registered on Central Supplier Database (MAAA Number to be used to verify registration as provided on SBD1)
3. Proof of Public Liability cover of R10 000 000, 00 (Ten million) – Provisional Schedule, Letter of Intent or Certificate of Insurance.
4. Proof of Valid and Active CIDB Registration Grade 7CE or Higher and 5EP or higher
5. Valid COIDA or FEM certificate (certificates recognised by DOL)
6. Fully completed and Signed form of offer. All blank spaces must be completed
7. Fully completed and signed
 - SBD1: Invitation to BID
 - SBD4: BID's disclosure
 - SBD 6.1: Preference points claim form in terms of PPPFA, Procurement Regulations 2022 (newly revised version) All blank spaces must be completed.

BIDDER to indicate items that are not applicable

8. Confirmation of addendum (If Applicable)
9. Fully & Duly Completed Detailed Bill of Quantities (BOQ), Written in non – erasable black Ink
10. Where subcontracting, the Service Provider to submit CSD, COIDA & CIDB for the 5EP portion of electrical works.

Instruction notes:

- **All blank spaces must be completed on all the SBD forms.**
- **Bidders to indicate items that are not applicable to them on all the forms.**
- **Bidders are advised to fill in the correct information on all the SBD forms.**
- **Bidders are encouraged to familiarize themselves with the project site in order to assist them in planning, pricing and executing the project.**

- All Bidders are required to be registered on CSD (Central Supplier Database) with National Treasury.
- Please Provide CSD Registration report with supplier number with your Bid.

4.3.3 Functionality Criteria

Variables	Total Points	Criteria	Description Of Criteria	Points
<u>Functionality Points</u>	100			
Experience on similar scale projects (Nature of Work)	20	Very good	Points allocated for proven records of accomplishment based on the similar scale of previous projects executed by Bidder.	20
		Good		16
		Satisfactory		9
		Not acceptable		0
Experience on similar scale projects (Value of Work)	15	Very good	Points allocated for proven records of accomplishment based on the similar scale of previous projects executed by Bidder.	15
		Good		10
		Satisfactory		6.5
		Not acceptable		0
Locality	10	Limpopo Province	Points allocated for submission of the municipal rates & taxes and lease agreement or PTO to verify the address	10
		Other Province		5
		No submission		0
Qualifications & competencies of key staff	25	Very Good	Points allocated for required competencies and qualifications of allocated personnel for the projects in consideration	25
		Good		18,75
		Satisfactory		12,5
		Poor		6,25
		Very poor		1,25
		Not submitted		0
Schedule / Availability of Plant & Equipment	10	Very good	Points allocated for the availability of key required plant & Equipment for the project in consideration	10
		Good		7.5
		Poor		1
		Unacceptable		0
Client Reference	20	Very Good	Points allocated for previous client references and submission in relation to nature of work in Relevant Experience (Returnable schedule) of the Bid Document.	20
		Good		15
		Satisfactory		10
		Poor		5
		Unacceptable		0

Notes:

Part T2: Returnable documents
 BID NO: IDT-LP-LDPW-PV- BULK-2511

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

The functionality will be scored using the following values:

A maximum equal to 100 Bid evaluation points will be awarded for quality, sub-divided according to the following:

- 100 points – Functionality Points (Quality):
 - 35 points – Experience on similar scale projects
 - 10 points – Locality
 - 25 points – Qualifications & competencies of key staff
 - 10 points – Schedule / Availability of Plant & Equipment
 - 20 points – Client References

Experience on similar scale projects:

NB: For points to be allocated, this must be accompanied by BOTH the letter of award and the works/final completion certificate. Failure to submit one or both documents will result in zero points being allocated.

Nature of work evaluation

Nature of Work (20)	Rating
Civil Engineering Projects (Roads & Storm Water Management, Water Treatment, Water Reticulation & Sewer Reticulation) – One Township development project with all the above types of works in one project.	Very Good
Civil Engineering Projects (1.Roads & Storm Water Management, 2.Water Treatment, 3.Water Reticulation & 4.Sewer Reticulation) – all of these 4 types of works as individual projects	Good
Civil Engineering Projects (1.Roads & Storm Water Management, 2.Water Treatment, 3.Water Reticulation & 4.Sewer Reticulation) – any of these 3 types of works as individual projects	Satisfactory
Civil Engineering Projects (1.Roads & Storm Water Management, 2.Water Treatment, 3.Water Reticulation & 4.Sewer Reticulation) – anything less than 3 types of works	No points

Value of Work

Value of work (7CE) (15)	Rating
---------------------------------	---------------

20.1m and above	Very Good
10.1m – 20m	Good
5m – 10m	Satisfactory
Below 5m	No Points

Qualifications & Key Personnel

Qualifications and Competencies of Key Projects Resources	25	Very Good (Score 100)	Points allocated for required competencies & Built Environment qualification of allocated personnel for the project in consideration. Required Key Project Resources. Verification Certificate from SAQA must be attached for International qualifications in order to get points 1. Project Manager: 2. Site Agent:	25
		Good (Score 90)		18,75
		Satisfactory (Score 70)		12,5
		Poor (Score 40)		6,5
		Very Poor (Score (10)		1,25
		Not Submitted (0)		0

Education	Project Manager (List a minimum of 1 for each)		
	Professionally Registered Personnel (CV, Proof of registration, Proof of qualifications (Building=Pm, Arch ,QS .Civil, PM,CE,))		25
	Non Registered Personnel (with Degree, Proof of Qual + CV)		18,75
	Non Registered Personnel (Diploma, Proof of Qual + CV)		12,5
	Non Registered Personnel (Certificates, Proof of Qual + CV)		1,25
Competence	Years of Experience-1 to 2 (Degree/Diploma, Proof of qualifications + CV)		1,25
	Years of Experience-3 to 5 (Degree/Diploma, Proof of qualifications + CV)		12,5
	Years of Experience-5 to 6 (Degree/Diploma, Proof of qualifications + CV)		18,75
	Years of Experience-above 6 (Degree/Diploma, Proof of qualifications + CV)		25
Site Agent (Civil Engineer) (List a minimum of 1 for each)			
Education	Registered Personnel (Degree/Diploma, Proof of qualifications + CV)		25
	Non Registered Personnel (Degree/Diploma, Proof of qualifications + CV)		18,75
Competence	Years of Experience-1 to 2 (Degree/Diploma, Proof of qualifications + CV)		1,25
	Years of Experience-3 to 5 (Degree/Diploma, Proof of qualification + CV)		12,5
	Years of Experience-above 6 (Degree/Diploma, Proof of qualification + CV)		25

Schedule / Availability of Plant & Equipment

Plant and Equipment	Description (With proof of ownership /rental)
Plant and Equipment 1	Heavy duty machinery, TLBs, Excavators, Rollers
Plant and Equipment 2	Trucks, 6- 10 ton, Water tanks
Plant and Equipment 3	LDVs, Bakkies

Plant & Equipm ent	10	Proof of ownership or rental with full supporting documents (invoices/title/lease agreements) submitted. Clear evidence of access to machinery	(i) Proof given include all 3 sets of plant and equipment	10
			(ii) Proof given includes only 2 of the sets of plant and equipment ownership	7,5
			(iii) Proof given is only for 1 set of plant and equipment	5
			Not Submitted	0

Client References

The Bidder shall provide details of his performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Client Reference Scorecards” will be completed, signed by each of the respective Clients and principal agents and stamped by both the client and the principal agent for the projects listed in the “Relevant Experience” returnable schedule.

Contracting Document

The General Conditions of Contract for Construction Works (2015) 3rd edition (herein after referred to GCC 2015), shall be applicable to this contract.

1. LIST OF RETURNABLE SCHEDULES

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

NB: Non submission of documents will result on zero points awarded where applicable in the Functionality criteria

No	Non-Statutory (Non-Compulsory) Requirements	Non Statutory (Non Compulsory) Requirements Description
1	Checklist for Bid Submission	Checklist for Bid Submission
2	Details of Bid	Details of Bid
4	Certificate of Compliance with Bid Documentation	Certificate of Compliance with Bid Documentation
5	Banking Details	Bank Account Confirmation Letter
7	Letter of Intent to Provide Security / Guarantee	Letter of Intent to Provide Security/ Guarantee from accredited financial institution
8	Contractor's Health and Safety Declaration	Contractor's Health and Safety Declaration

Part T2: Returnable documents

BID NO: IDT-LP-LDPW-PV-BULK-2511

9	Litigation History	Litigation History – bidder to disclose all the pending litigations against their company															
10	Past Projects undertaken by the Bidder in the last 10 years	Past Completed Projects undertaken by the Bidder in the last 10 years															
13	Specific Goals	<table> <tr> <th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (90/10 system) (To be completed by the organ of state)</th><th>Number of points claimed (90/10 system) (To be completed by the tenderer)</th></tr> <tr> <td>Women (100%)</td><td>3</td><td></td></tr> <tr> <td>Youth (100%)</td><td>3</td><td></td></tr> <tr> <td>**People with Disabilities (100%)</td><td>2</td><td></td></tr> <tr> <td>Black (100%)</td><td>2</td><td></td></tr> </table>	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Women (100%)	3		Youth (100%)	3		**People with Disabilities (100%)	2		Black (100%)	2	
The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)															
Women (100%)	3																
Youth (100%)	3																
**People with Disabilities (100%)	2																
Black (100%)	2																
14	Bidder's Competence & Performance on Similar Projects	Bidder's Competence & Performance on Similar Projects															
16	Record of Addenda to Bid Documents	Record of Addenda to Bid Documents															
17	Proposed amendments and Qualifications	Proposed amendments and Qualifications															
18	Method Statement	Method Statement															
19	Detailed Construction Programme	Detailed Construction Programme															
20	Detailed Cash-Flow	Detailed Cash-Flow															
21	Key Personnel	Curriculum Vitae of Key Personnel and Certified Qualifications that are not older than 6 months															
23	Proposed Project Organogram	Proposed Project Organogram															
24	Detailed Resourcing schedule	Detailed Resourcing schedule															
25	Schedule of Proposed Domestic Sub-Contractors	Schedule of Proposed Domestic Sub-Contractors															
26	Schedule of Plant and Equipment	Schedule of Plant and Equipment															
27	Trade References	Trade References															
30	Contractor's Safety Record	Contractor's Safety Record															
32	Tax Clearance certificate	Submission of valid Tax compliance status form (PIN)															
34	Project Specific SHEQ Plan	Project Specific SHEQ Plan															

Notes:

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

T2.1.20 EVALUATION SCHEDULE: CLIENT REFERENCES

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

The following are to be **completed by the Client and Principal Agent** and is to be supported in each case by a letter of award and the works/final completion certificate. Both Client and Principal Agent must sign and stamp the documents, failure to obtain both signatures and stamps will result in no allocation of points. Where the Client is also the Principal Agent, one stamp would be acceptable.

PROJECT NAME and SCOPE OF WORK:

Principal agent:.....

Client:

Contract

Amount:

Contract Duration:.....

Actual Contract Duration:

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

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

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.....

Part T2: Returnable documents

BID NO: IDT-LP-LDPW-PV- BULK-2511

Principal Agent Firm:
.....

Telephone:

PA Signature: **Date:**

Stamp

Client Signature: **Date:**

Stamp

T2.1.20**EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES**

The following are to be **completed by the Client and Principal Agent** and is to be supported in each case by a letter of award and the works completion certificate. Both Client and Principal Agent must sign and stamp the documents, failure to obtain both signatures and stamps will result in no allocation of points. Where the Client is also the Principal Agent, one stamp would be acceptable.

PROJECT NAME and SCOPE OF WORK:**Principal agent:****Client:****Contract Amount:****Contract Duration:****Actual Contract Duration:**

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

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

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.....

Principal Agent Firm:

T2.1.20

Telephone:

PA Signature:

Date:

Stamp

Client Signature:

Date:

Stamp

T2.1.20

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

The following are to be **completed by the Client and Principal Agent** and is to be supported in each case by a letter of award and the works completion certificate. Both Client and Principal Agent must sign and stamp the documents, failure to obtain both signatures and stamps will result in no allocation of points. Where the Client is also the Principal Agent, one stamp would be acceptable.

PROJECT NAME and SCOPE OF WORK:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

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

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

.....

.....

T2.1.20

Principal Agent Firm:

Telephone:

PA Signature:

Date:

Stamp

Client Signature:

Date:

Stamp

T2.1.20

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

The following are to be **completed by the Client and Principal Agent** and is to be supported in each case by a letter of award and the works completion certificate. Both Client and Principal Agent must sign and stamp the documents, failure to obtain both signatures and stamps will result in no allocation of points. Where the Client is also the Principal Agent, one stamp would be acceptable.

PROJECT NAME and SCOPE OF WORK:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

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

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

.....

.....

T2.1.20

Principal Agent Firm:

Telephone:

PA Signature:

Date:

Stamp

Client Signature:

Date:

Stamp

T2.1.20 EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be **completed by the Client and Principal Agent** and is to be supported in each case by a letter of award and the works completion certificate. Both Client and Principal Agent must sign and stamp the documents, failure to obtain both signatures and stamps will result in no allocation of points. Where the Client is also the Principal Agent, one stamp would be acceptable.

PROJECT NAME and SCOPE OF WORK:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

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

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

.....
.....

Principal Agent Firm:

Telephone:

PA Signature:
.....

Date:

Stamp

Client Signature:

Date:

Stamp

T2.1.20 EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be **completed by the Client and Principal Agent** and is to be supported in each case by a letter of award and the works completion certificate. Both Client and Principal Agent must sign and stamp the documents, failure to obtain both signatures and stamps will result in no allocation of points. Where the Client is also the Principal Agent, one stamp would be acceptable.

PROJECT NAME and SCOPE OF WORK:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

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

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

.....

.....

Principal Agent Firm:

Telephone:

PA Signature:

Date:

Part T2: Returnable documents

BID NO: IDT-LP-LDPW-PV- BULK-2511

Stamp

Client Signature:

Date:

Stamp

Relevant Experience (Returnable schedule)

The Bidder shall provide details of his performance on each of the previous relevant projects. Failure to complete the table below will result in no points allocated. No “see attached” will be accepted

LIST THE SIX LARGEST PROJECTS COMPLETED BY YOUR FIRM IN THE LAST TEN YEARS			
<i>Name of Project Completed and Scope of work</i>	<i>Name of Project Manager & Telephone no.</i>	<i>Name of Client & Telephone no.</i>	<i>Value of Project</i>

Record of Addenda to Bid documents

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

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

Attach additional pages if more space is required.

Signed: _____

Date: _____

Name: _____

Position: _____

Identity number: _____

Bidder: _____

SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our Bid is accepted. **(Please attach proof of ownership of plant owned)** (a) **Details of major equipment owned by me / us and immediately available for this contract.**

PLANT AND EQUIPMENT	DESCRIPTION (type, size, capacity etc)	LICENSE NUMBER	YEAR OF MANUFACTURE
<i>Plant and Equipment 1</i>			
<i>Plant and Equipment 2</i>			
<i>Plant and Equipment 3</i>			
<i>Plant and Equipment 4</i>			
<i>Plant and Equipment 5</i>			
<i>Plant and Equipment 6</i>			

Attach additional pages if more space is required

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

PLANT AND EQUIPMENT	DESCRIPTION (type, size, capacity etc)	LICENSE NUMBER	HOW ACQUIRED	
			HIRE/ BUY	SOURCE
<i>Plant and Equipment 1</i>				
<i>Plant and Equipment 2</i>				
<i>Plant and Equipment 3</i>				

Attach additional pages if more space is required

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

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

SIGNATURE: IDENTITY NUMBER:
(of person authorised to sign on behalf of the Bidder)

DATE:

REFERENCES

The following is a statement of traceable, current References (suppliers and/or plant hire):

[illegible]

SIGNATURE: IDENTITY NUMBER:
(of person authorised to sign on behalf of the Bidder)
DATE:

KEY PERSONNEL

In terms of the Project Specification and the Conditions of Bid, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Bidder shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc						
Artisans and other Skilled workers						
Plant Operators						
Others:						

The Bidder shall attach hereto the *curricula vitae*, in the form included hereafter, of at least the site agent and the project manager. The information is necessary for evaluation of the Bid.

SIGNATURE: IDENTITY NUMBER.....

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

DATE:

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

CURRICULUM VITAE OF KEY PERSONNEL (COMPULSORY)

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

CV FOR CONTRACT OR PROJECT MANAGER

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

Certification:

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

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Bidder)
FOR SITE AGENT

DATE: **CV**

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

Certification:

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

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

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

Part T2: Returnable documents

BID NO: IDT-LP-LDPW-PV- BULK-2511

CV FOR TECHNICIAN / ARTISAN

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

Certification:

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

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

.....
DATE

INCUMBANT'S IDENTITY NUMBER

CV FOR FOREMAN

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

Certification:

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

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

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

PRELIMINARY PROGRAMME

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

NOTE: ONLY COMPUTIRSED PRELIMINARY PROGRAM WILL BE CONSIDERED

PROGRAMME (EXAMPLE ONLY)

ACTIVITY	MONTHS									
	1	2	3	4	5	6	7	8	9	10

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

The following aspects of the preliminary programme will be considered:

- *Programme Heading*
- *The programme is specific and tailored for the execution of the project, is comprehensive and is logically correct*
- *The activities are well articulated with headings and sub headings and show relevant milestones*
- *The activities that occur simultaneously are showing*
- *The activities that depend on each other are linked*
- *The activities that required stages are indicated*
- *Milestones are shown*
- *There are resources aligned / embedded to the programme*
- *Cause and effect of the programme can be determined such that the critical path is shown*
- *The lead times and lag times are clear and being considered for ordering of materials and staffing requirements*
- *Non-Working Days and Been Taken Into Consideration*
- *Has the Programme been divided into Phases*
- *The Cash Flow to Relate to the Programme*
- *The programme to show resource histogram*
- *The Resource Histogram to Show Unskilled Labour*

SIGNATURE: IDENTITY NUMBER:

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

DATE:

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (INDEPENDENT DEVELOPMENT TRUST)					
BID NUMBER:	IDT-LP-LDPW-PV-BULK-2511	CLOSING DATE:	22 JANUARY 2026	CLOSING TIME:	12h00
DESCRIPTION	BULK SERVICES (EXTERNAL WORKS) FOR THE PLANNED 15 NEW MPL HOUSES AT PARLIAMENTARY VILLAGE IN BENDOR, POLOKWANE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
76E Schoeman Street					
Polokwane					
0700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mmapula Montsho	CONTACT PERSON	Thabang Moekoa		
TELEPHONE NUMBER	012 845 2000	TELEPHONE NUMBER	015 295 0000		
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	MmapulaM@idt.org.za	E-MAIL ADDRESS	ThabangMo@idt.org.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offer 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 is 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 proprietors/directors/trustees/shareholders/members/ partners or any person having a controlling interest in the enterprise, in the table below.

Full Name	Identity Number	Name of State institution

- 2.2

Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES/NO
- 2.2.1

If so, furnish particulars:

.....

.....

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 Does the bidder or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and 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, and 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, before 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 about this procurement process before 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, suspicious bids will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not

exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder

³ **Joint venture or Consortium means an association of persons to combine their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of a contract.**

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems apply to invitations to tender:

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS	
PRICE	90	
SPECIFIC GOALS	10	
TARGETED GROUP		
Women (100%)	3	
Youth (100%)	3	
People with Disabilities (100%)	2	
Black (100%)	2	
Total points for price and SPECIFIC GOALS	100	100

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

2. DEFINITIONS

- (a) **"Tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price Bids, competitive tendering process or any other method envisaged in legislation;
- (b) **"Price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **"Rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **"The Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

or

$$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- Ps

=

Points scored for price of tender under consideration
- Pt

=

Price of tender under consideration
- Pmax

=

Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1.

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For this tender, the tenderer will be allocated points based on the goals stated in Table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2.

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

(a)

an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b)

any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Women (100%)	3	
Youth (100%)	3	
**People with Disabilities (100%)	2	
Black (100%)	2	

Source Documents to be submitted with the Bid or RFQ

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

*Woman (Originally Certified ID Document)

*Youth (Originally Certified ID Document)

*People with Disability (Originally signed and stamped letter from Professionally Registered Medical doctor indicating practice number)

*Black Ownership (Originally Certified ID Document)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct.
- ii) The preference points claimed are by the General Conditions as indicated in paragraph 1 of

this form.

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process.
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less 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.

WITNESSES

- 1.
- 2.

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

DATE:
ADDRESS

INDEPENDENT DEVELOPMENT TRUST

C1.1 Form of Offer and Acceptance

Offer

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

BULK SERVICES (EXTERNAL WORKS) FOR THE PLANNED 15 NEW MPL HOUSES AT PARLIAMENTARY VILLAGE IN BENDOR, POLOKWANE

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

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

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

.....

..... Rand (in words);

R (in figures)

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

Signature Date

Name Identity number

Capacity **for**

the Bidder

(Name and
address of organization)

Name and signature of witness

NOTE: Failure of a Bidder to complete and sign this part of the BID form (offer) in full including witnessing will invalidate the BID.

ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature	Date
Name	Identity number
Capacity	for
the	
Employer	INDEPENDENT DEVELOPMENT TRUST IDT Limpopo Office 76E Schoeman Street POLOKWANE 0699

Name and Signature of witness

Date

Schedule of Deviations

- 1 Subject
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- 2 Subject
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- 3 Subject
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- 4 Subject
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- 5 Subject
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By the duly authorized representatives signing this agreement, the employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Bid data and addenda thereto as listed in the Bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder 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 Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

INDEPENDENT DEVELOPMENT TRUST

BULK SERVICES (EXTERNAL WORKS) FOR THE PLANNED 15 NEW MPL HOUSES AT PARLIAMENTARY VILLAGE IN BENDOR, POLOKWANE

C1.2 Contract Data for BID NO: IDT-LP-LDPW-PV- BULK-2511

	PART 1: DATA PROVIDED BY THE EMPLOYER
	CONDITIONS OF CONTRACT
	The General Conditions of Contract for Construction Works (2015) 3 rd Edition (hereinafter referred to as GCC 2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.
	CONTRACT SPECIFIC DATA
	The following contract specific data; amendments; additions; or omissions are applicable to this Contract.
CLAUSES	COMPULSORY DATA
1.1.1.15	“Employer” means the Independent Development Trust .
1.2.1.2	<p>The addresses of the Employer, where the Employer shall receive notices, are as follows:</p> <p>Physical Address:</p> <p>76E Schoeman Street</p> <p>Polokwane</p> <p>0700</p> <p>Telephone: 015 295 0000</p>
1.1.1.16	The name of the Employers Agent is: MEK Consulting Services
1.2.1.2	The address of the Employers Agent, where the Employers Agent shall receive notices, are as follows:

	Physical Address: Ms Mathoto K Mefolo Office 12, JCJ Corner 2 Biccard Street Polokwane 0700 Tel: 015 753 0122 Fax: 086 439 6759 E- mail: info@mekconsulting.co.za
1.1.1.31	Not applicable to this Contract
1.1.1.34	Omit reference to “telex, telegram, cable, electronic communication” and “or any like communication”
1.1.1.35	Add the following Clause 1.1.1.35 “Value of Works” means the value of Works certified by the Engineer as having been satisfactorily executed and shall include the value of the work done, the value of the materials and/or goods and Contract Price Adjustments.
1.1.1.11	“Contract Sum” means the total of Prices provided for in the Agreement made in terms of the Form of Offer and Acceptance.
5.1.1.1 & 5.1.1.2	The special non-working days are public holidays, Saturdays and Sundays
5.1.1.1 & 5.1.1.2	The year-end break commences on 15 December until the first working Monday of January of the succeeding year.
3.2.3	1. In Clauses 4.4.2; 1.2.1; 6.3.2; 5.11.6; 6.7.2; 5.13.2; 6.11.1 and 9.1.5 all reference to the word “Employer’s Agent” must be replaced with the word “Employer”, as the Employer has in terms of such Clauses retained its authority and has not given a mandate to the Employer’s Agent and the Employer shall therefore sign all documents in relation thereto.
	2. Clauses 6.3.2; 6.3.1; 5.7.3; 5.10.1; 10.1.5; 6.10.9; 5.14; and 5.16.1 shall be amended as follows to indicate the limitation on the Engineer’s authority in respect thereof: Clause 6.3.2 – amend to read as follows: “...(herein referred to as a “Variation Order”) by the Employer...any confirmation in writing of such oral order given by the Employer...The Contractor shall, as soon as possible...confirms it in writing to the Employer...and such order in writing is not contradicted in writing by the Employer...” Clause 6.3.1 – amend to read as follows:

	<p>“The value of the variations ordered the Employer...Provided that, failing agreement with the Contractor, the Engineer shall determine the rate or price in accordance with the foregoing principles, obtain approval from the Employer, notify the Contractor in writing...”</p> <p>Clause 5.7.3 – amend to read as follows:</p> <p>“...unless such instruction is in writing, duly approved by the Employer, states explicitly...”</p> <p>Clause 5.10.1 – amend to read as follows:</p> <p>“...said performance has actually taken place and may be extended by the Employer at his discretion.”</p> <p>Clause 10.1.5 – amend to read as follows:</p> <p>“Unless otherwise provided in the Contract, the Employer shall...as read with Clause 10.1.2, and deliver to the Contractor its written ruling on the claim...thereof allowed by the Employer...so agreed between the Contractor and the Employer...If, before the Employer’s ruling on the whole claim...”</p> <p>Clause 6.10.9 – amend to read as follows:</p> <p>“...The Employer shall within 14 days issue to the Contractor a Final Payment Certificate...”</p> <p>Clause 5.14 – amend to read as follows:</p> <p>“...the Employer shall issue to the Contractor a Certificate of Completion; Provided that the Employer, shall be ...”</p> <p>Clause 5.16.1 – a) amend to read as follows:</p> <p style="padding-left: 40px;">“... shall have been delivered by the Employer to the Contractor stating the date...”</p> <p style="padding-left: 40px;">b) Delete the entire third paragraph under Clause 5.16.1</p>
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	<p>3. Add the following paragraph under Clause 3.2.3:</p> <p>Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Engineer and to issue a new one, and such certificate, instruction, decision or valuation shall for the purposes of the Contract be deemed to be issued by the Engineer, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Engineer and which has subsequently been rescinded.</p>
6.2.1	<p>Replace in its entirety with the following:</p> <p>The Contractor shall deliver to the Employer within 21 days of the Commencement Date the form of security selected in the Contract Data and any expenditure incurred in doing so shall be borne by the Contractor.</p>
6.2.2	<p>If the Contractor fails to select the security to be provided, or if the Contractor fails to provide the selected security within the time period stated in Clause 5.3.2, or if the performance guarantee shall differ substantially from the pro forma, it shall legally be deemed that the Contractor has selected a security of ten percent retention of the value of works without limiting the Employer's right to terminate the Contract on terms of Clause 9.2</p>
4.6.1	<p>Replace in its entirety with the following:</p> <p>The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its retention or any other rights to which it may be entitled.</p>
4.6.3	<p>Add the following as 4.6.3:</p> <p>The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p>
4.6.4	<p>Add the following as 4.6.4</p> <p>The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p>
4.6.5	<p>Add the following as 4.6.5</p> <p>In case of the Contractor providing documents, electronic aids, software programmes or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programmes or like material this provision applies.</p>
4.6.6	<p>Add the following as 4.6.6</p> <p>The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of</p>

	any copyright or any other intellectual property right in connection with the Works outlined in this Contract.
4.6.7	<p>Add the following as 4.6.7</p> <p>All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.</p>
5.3.1	<p>Replace with the following:</p> <p>The Contractor shall, save as may be otherwise provided in the contract or be legally or physically impossible, commence executing the Works within 14 days calculated from the date the Contractor is given access to and possession of the Site in terms of Clause 5.4.</p>
5.4.1	<p>Replace the words "Employer's Agent's instruction" with the words "Within 14 days of the Contractor submitting to the Engineer an acceptable health and safety plan required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)"</p>
5.4.2	<p>The contractor will have restricted possession of the Site. The works will be limited to the specific area under construction. Construction may never disrupt the daily operations of the base and aircraft movement nor put any of the personnel on the base at risk or in an unsafe situation. Access will be upon prior arrangement with the officer in command.</p>
5.6.1	<p>The Contractor shall deliver his programme of work within 14 days from date of Site hand-over.</p>
5.6.2	<p>Amend as follows:</p> <p>"Rates of progress for the various parts of the Works taking account, inter alia, of design, procurement, construction, testing, time risk, float, and any other necessary and relevant facts; and"</p>
5.9.1	<p>Amend as follows:</p> <p>"On the date possession is given to the Contractor, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of Contractor.</p>
7.5.3	<p>Insert the words "in writing" to read as follows:</p> <p>"...unless he considers it unnecessary and advises the Contractor accordingly in writing..."</p>
7.9.1	<p>Add the following at the end thereof:</p> <p>Such losses or damages may be recovered from the Contractor or by deducting the same from any amounts still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Contractor and for this purpose all these contracts shall be considered one indivisible whole.</p>

8.6	<p>Replace in its entirety with the following:</p> <p>Unless otherwise stated adequate insurance is the responsibility of the Contractor. The Contractor shall submit the insurance policy to the Employer for approval, if so requested.</p>
8.6.1	<p>Damage to the Works</p> <p>a) Without in any way limiting the Contractor's obligations in terms of the Contract, the Contractor shall bear the full risk of damage to and/or destruction of the Works by whatever cause during construction of the Works and hereby indemnifies and holds harmless the Employer against any such damage. The Contractor shall take such precautions and security measures and other steps for the protections and security of the Works as he may deem necessary.</p> <p>b) The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works.</p> <p>c) The Employer shall carry the risk of damage to or destruction of the Works and material paid for by the Employer that is the result, whether direct or indirect or proximate or remote, of the excepted risks as set out in Clause 8.6.2.</p> <p>d) Where the Employer bears the risk in terms of this Contract, the Contractor shall, if requested to do so, reinstate any damage or destroyed portions of the Works and the cost of such reinstatement shall be measured and valued in terms of Clause 6.7 hereof.</p>
8.6.2	<p>Injury to Persons or loss of or damage to Properties</p> <p>a) The Contractor shall be liable for and hereby indemnifies the Employer against any liability, loss, claim or proceeding whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the Works unless due to any act or neglect of any person for whose actions the Employer is legally liable.</p> <p>b) The Contractor shall be liable for and hereby indemnifies the Employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person, arising out of or in the course of or by reason of the execution of the Works unless due to any act or neglect of any person for whose actions the Employer is legally liable.</p> <p>The Contractor shall upon receiving an Order in Writing from the Engineer cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the Employer shall be entitled to cause it to be made good and to recover the cost thereof from the Contractor or to deduct the same from amounts due to the contractor as stated in Sub-Clause 7.8 (3) thereof.</p> <p>c) The Contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the Employer for the purpose of executing the Works until the issue of the Certificate of Completion.</p> <p>d) Where the execution of the Works involves the risk of removal of or interference within support to adjoining properties including land or structures or any structures to be altered or added to, the Contractor, shall and will remain adequately insured or insured against</p>

	<p>the death of or injury to persons or damage to such property consequent on such removal or interference with support until such portion of the Works has been completed.</p> <p>e) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the Works.</p>
8.6.1 (A)	<p>HIGH RISK INSURANCE</p> <p>In the event of the project being executed in a geological area classified as a “High Risk Area”, that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or do line formation the following will apply:</p>
	<p>1) Damage to the Works</p> <p>The Contractor shall, from the Commencement Date of the Works until the date of the Certificate of Completion, bear the full risk of and hereby indemnifies and holds harmless the Employer against any damage to and/or destruction of the Works consequent upon a catastrophic ground movement as mentioned above. The Contractor shall take such precautions and security measures and other steps for the protection of the Works as he may deem necessary.</p> <p>When instructed to do so by the Engineer, the Contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, at the Contractor’s own costs.</p>
	<p>2) Injury to Persons or Loss of or damage to Properties</p> <p>The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer against any liability, loss, claim or proceeding arising at any time during the Contract Period whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.</p> <p>The Contractor shall be liable for and hereby indemnifies the Employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person whomsoever arising out of or caused by catastrophic ground movement, as mentioned above, which occurred during the Contract Period.</p>
	<p>3) It is the responsibility of the Contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in Clauses 8.6.1 (A) (1) and 8.6.1 (A) (2) above. Without limiting the Contractor’s obligations in terms of the Contract, the Contractor shall, within 21 days of the Commencement Date but before commencement of the Works, submit to the Employer proof of such insurance policy, if requested to do so.</p> <p>4) The Employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor’s default of his obligations as set out in Clauses 8.6.1 (A) (1), 8.6.1 (A) (2) and (3). Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Contractor and for this purpose all these contracts shall be considered one indivisible whole.</p>
1.3.4	Delete
6.5.1	The percentage allowance to cover the overhead charges is 33%, except on material cost where the percentage allowance is 10%

5.7.2	<p>Add the following to the end of the second paragraph:</p> <p>“ which costs may be deducted from any payments due to the Contractor in terms of the Contract or any other Contract, now or in the future, existing between the Employer and the Contractor and for this purpose all these contracts shall be considered one indivisible whole”.</p>
5.5.1	<p>The Works shall be completed within:</p> <p>08 Months including special non-working days AND the year-end break.</p> <p>Or, if completion in portions is required,</p> <p>The Works shall be completed for the portions as set out in the Scope of Works for the different portions as follows:</p> <p>Portion 1:</p> <p>N/A</p> <p>Portion 2:</p> <p>N/A</p> <p>Portion 3:</p> <p>N/A</p> <p>Portion 4:</p> <p>N/A</p> <p>Portion 5:</p> <p>N/A</p> <p>The whole of the Works shall be completed within:</p> <p>08 Months including special non-working days, the year-end break.</p>
5.13.1	<p>The penalty for failing to complete the Works is R 17 811.00 (Excl. VAT) per calendar day.</p> <p>Or, if the completion in portions is required,</p> <p>The penalty for failing to complete:</p> <p>Portion 1 of the Works is R N/A per day</p> <p>Portion 2 of the Works is R N/A per day</p>

	<p>Portion 3 of the Works is R N/A per day</p> <p>Portion 4 of the Works is R N/A per day</p> <p>Portion 5 of the Works is R N/A per day</p>
6.8.2	<p>Contract Price Adjustment (CPA) will be applicable Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If CPA is applicable, the value of the payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where:</p> <p>The value of "x" is 0.15</p> <p>The values of the coefficients are: a=0.25 (labour) b=0.3 (contractor's equipment) c=0.3 (material) d=0.15 (fuel)</p> <p>The urban area nearest the Site is Polokwane</p> <p>The base month is the month prior to the closing of the tender</p>
6.8.3	<p>Price adjustments for variations in the costs of special materials are allowed on the following:</p> <p>No price adjustment allowed for items in this contract</p> <p>The basis for price adjustment of special materials is as follows:</p> <p>No price adjustment allowed for items in this contract</p>
2.2.5	Add the following Clause 2.2.5

	<p>If during the time for completion of the Works or any extension thereof abnormal rainfall or wet conditions occurs, then the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to in Clause 5.5.1 as the time for the completion of the Works and any extension time in accordance with Clause 5.12 that may have been granted by the Employer, or until the issue date of the certificate of practical completion, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>If any value of V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The delay for a part of a month shall be calculated by substituting pro-rata values for the variables in the equation.</p> <p>The symbols shall have the following meanings:</p> <p>V = Delays due to rain in calendar days in respect of the calendar month under considerations</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded.</p> <p>Rw = Actual rainfall in mm for the calendar month under consideration.</p> <p>Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Ymm or more per day has been recorded.</p> <p>Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.</p> <p>X = 20, unless otherwise provided in the project specifications.</p> <p>Y = 10, unless otherwise provided in the project specifications.</p> <p>The total delay that will be taken into account for the determination of the total extension of time for the Contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed (Nc – Nn) calendar days, where Nc = number of days calendar days in the month under consideration.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds Y mm per day.</p>
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	<p>The factor $(Rw - R1) \div X$ shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed Y mm per day, but when wet conditions prevent or disrupt work.</p> <p>This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.</p> <p>Accurate rain gauging shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the engineer, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.</p> <p>Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the project specifications, together with calculations of rain delays for previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the Contractor shall accommodate in his programme, and for which no extension of time will be considered.</p>
10.1.3.4	Replace the word “conclusive” with the words “prime facie”
10.1.6	<p>Add the following Clause 10.1.6</p> <p>“If the Employer fails to give his ruling within the period referred to in Clause 10.1.5, he shall be deemed to have given a ruling dismissing the claim”.</p>
6.10.3	The percentage advance on materials not yet built into the Permanent Works is 85%
6.10.5	<p>Replace Clause 6.10.5 with the following</p> <p>In respect of contracts above R1 million, where the Contractor elects a security by means of a cash deposit or a fixed guarantee of 10% of the Contract Sum (excl. VAT), the cash deposit or the fixed guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Engineer issues the last Certificate of Completion in terms of Clause 5.14.4 The balance of the cash deposit shall become due and payable within 14 days of the issue of the last Final Approval Certificate or the fixed guarantee shall expire upon the issue of the last Final Approval Certificate.</p>
6.10.6.2	Replace the words “prime overdraft rate certified by the Contractor’s banker” with the words “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”
6.10.10	<p>Add Clause 6.10.10 as follows:</p> <p>In respect of any amount owed by the Contractor to the Employer, the Contractor shall pay the Employer interest at 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), will apply</p>
6.11	Amend the percentage from 15 per cent to 20 per cent in the title, the Clause and in the sideline comment.
5.16.2	<p>Amend as follows:</p> <p>“...of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude...powers of the Engineer and/or the Employer”</p>

7.8	The Defects Liability Period is 12 months.
9.2	Amend as follows “Has, to the detriment of good workmanship or without the written approval of the Employer or in defiance of the Engineer’s instructions to the contrary, sublet any part of the Contract, or”
9.3.2.2	Delete the following words “without prejudice to his lien on the Employer’s property”
9.3.3	Add the following at the end After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any right whatsoever.
10.2.1	Amend as follows: “...Clause 10.1 or in respect of any matter in terms of which the Employer has issued a certificate or instruction or has made a ruling, determination, decision or valuation, or in respect of any matter in terms of which the Employer has given effect to the provision in Clause 3.2.3, the Contractor shall have the right by written notice with supporting particulars to the Engineer and Employer to require...”
10.7	Dispute are to be referred for final settlement to litigation.
11	Add the following Clause 11 “No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.”

CONTRACT DATA

The conditions of BID are the Standard Conditions of BID as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of Bidders as an Annex to this BID Data.

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

The BID Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of BID. Each item of data given below is cross-referenced to the clause in the Standard Conditions of BID to which it mainly applies.

The Works comprises of the BULK SERVICES (EXTERNAL WORKS) FOR THE PLANNED 15 NEW MPL HOUSES AT PARLIAMENTARY VILLAGE IN BENDOR, POLOKWANE

Part 2: Contract Data completed by the Contractor

Clause	Item and data
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1.2

The name of the Contractor is.

The address of the contractor is:

Telephone:

Facsimile:

Address (physical):

.....

.....

Address (postal):

.....

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INDEPENDENT DEVELOPMENT TRUST

BULK SERVICES (EXTERNAL WORKS) FOR THE PLANNED 15 NEW MPL HOUSES AT PARLIAMENTARY VILLAGE IN BENDOR, POLOKWANE

C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address

.....

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

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Employer means **The Independent Development Trust**

Contractor means

...

Agent means **MEK CONSULTING SERVICES**

Works means **IDT-LP-LDPW-PV- BULK-2511**

BULK SERVICES (EXTERNAL WORKS) FOR THE PLANNED 15 NEW MPL HOUSES AT PARLIAMENTARY VILLAGE IN BENDOR, POLOKWANE

Site means the designated site to be shown to the contractor is located in Polokwane, Capricorn District, Limpopo Province

Agreement means The General Conditions of Contract for Construction Works (2015) 3rd Edition (hereinafter referred to as GCC 2015), published by the South African Institution of Civil Engineering, is applicable to this Contract

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT Amount
in figures R

Amount in words

(Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words

(Rand)

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

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

2 The Guarantor hereby acknowledges that:

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

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

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

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

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

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

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

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

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

Signed at Date

..

Guarantor's
Signatory 1 Guarantor's
Signatory 2

Identity number Identity number

Witness 1 Witness 2

Guarantor's seal or stamp

INDEPENDENT DEVELOPMENT TRUST

BULK SERVICES (EXTERNAL WORKS) FOR THE PLANNED 15 NEW MPL HOUSES AT PARLIAMENTARY VILLAGE IN BENDOR, POLOKWANE

Adjudicator's Agreement

This agreement is made on the.....day of 20. between the Employer

(name of company / organisation)

of (address)

..... and the Contractor

(name of company / organisation) of

(address)

..... (hereinafter

called **the Parties**)

and

(name)

of (address)

..... (hereinafter

called **the Adjudicator**

Disputes or differences may arise/have arisen* between the Parties under a Contract No

.....

for (contract title)

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

(* Delete as necessary)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.

2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in

accordance with the Procedure.

3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.
6. **SIGNED by:**

(Signature):(Signature):(Signature):

Name:.....**Name:**..... **Name:**

who warrants that he/ she is
duly authorized to sign for and
on behalf of the **First Party** in
and on behalf of the presence
of

who warrants that he/ she is
duly authorized to sign for and
on behalf of the **Second Party**
presence of

the **Adjudicator** in the presence
of

Witness:	Witness:	Witness:
(Signature):	(Signature):	(Signature):
Name:	Name:	Name:
Address:	Address:	Address:
.....
Date:.....	Date:.....	Date:

**C.1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT No 85 OF 1993**

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

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

.....
in his capacity as:

;

AND:

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

.....
in his capacity as:

duly authorised to sign on behalf of the Contractor.

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

TENDER:

BULK SERVICES (EXTERNAL WORKS) FOR THE PLANNED 15 NEW MPL HOUSES AT PARLIAMENTARY VILLAGE IN BENDOR, POLOKWANE

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

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

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

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C1.6 Waiver of Lien

Refer Overleaf:

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2: PRICING DATA

BULK SERVICES (EXTERNAL WORKS) FOR THE PLANNED 15 NEW MPL HOUSES AT PARLIAMENTARY VILLAGE IN BENDOR, POLOKWANE

C2.1 PRICING INSTRUCTIONS

1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Standard, Project and Particular Specifications) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to measuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Standard, Project and Particular Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders.

Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities will lead to the disqualification of the Tenderer.

5. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

- a) an alternative item or material is contemplated;
- b) variations of specified components in the make-up of a pay item may be expected; and
- c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

All rates and amounts quoted in the Bill of Quantities shall be in rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

The Tenderer shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as is practicable) as to:

- a) the form and nature of the Site and its surroundings, including subsurface conditions,
- b) the hydrological and climatic conditions,
- c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- d) the means of access to the Site and the accommodation he may require and, in the general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Tender.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

7. ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication or addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

8. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Bill of Quantities are as follows:

No.	=	Number
%	=	Percent
Sum	=	Lump sum
PCsum	=	Prime cost sum
Prov sum	=	Provisional sum
M ³ .km	=	Cubic metre – kilometer
Km-pas	=	Kilometer – pass
M ² .pass	=	Square metre - pass

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

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

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

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

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

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

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

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

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

3 Provisional sums are provided for some items in the Schedule of Quantities. Work done under these items will be at the written direction of the Employer. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

4 The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any authorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

Payment to the contractor to accommodate Part/Full Occupational qualification and Trade qualifications

The employer shall include the following statement in the pricing assumptions:

The contractor shall apportion the learners in the different construction activities based on the scope of work.

The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

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

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

C2.2 BILL OF QUANTITIES

See attachment

C3 Scope of Work

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

Provide for bulk services (external works) for the planned 15 new MPL houses at Limpopo Parliamentary Village.

The employer may include the following statement in the tender documents should the employer wish to have specific training carried out as an objective of the project:

- One of the objectives of the project is to training ether of the following:
- (occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates)

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

The Contractor shall:

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

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

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

The Contractor shall achieve the measurable CSDG by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the Skills Methods as agreed: accommodate Part/Full Occupational qualification (Method 1), Trade qualifications learners (Method 2),

Work Integrated Learners (Method 3) and/or Candidates (Method 4) as per the cidb Standard in relation to work directly related to the Contract as indicated under clause 4.2 and 4.3 in the cidb Standard. (Employer to stipulate).

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

The Contractor shall be responsible for developing subcontractors in accordance with the CIDB Standard for Indirect Targeting for Enterprise Development.

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

1.2 Overview of the works

BULK SERVICES (EXTERNAL WORKS) FOR THE PLANNED 15 NEW MPL HOUSES AT PARLIAMENTARY VILLAGE IN BENDOR, POLOKWANE

1.3 Extent of the works

BULK SERVICES (EXTERNAL WORKS) FOR THE PLANNED 15 NEW MPL HOUSES AT PARLIAMENTARY VILLAGE IN BENDOR, POLOKWANE

1.4 Location of the works

The designated site to be shown to the contractor is located in Polokwane, Capricorn District, Limpopo Province

Temporary works

To be communicated to the winning bidder before construction commences

2 DRAWINGS

The drawings used for setting up the Bills of Quantities are available for downloading on IDT website.

- **Engineer's drawings**

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

3. SUBCONTRACTING

3.1

3.1.1 Scope of mandatory subcontract work

A maximum of 5% of subcontracting works for civil engineering (CE) shall be allocated to the IDT CDP contractors between 2CE and 5CE (list per cluster will be provided upon appointment). The Contractor shall

without delay enter into contracts with the Domestic Subcontractors as submitted on the returnable schedule and forward a copy of these agreements to the Employer's Agent

The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

The Contractor to take note of item 3.2.2 below

3.2.2 Preferred subcontractors / suppliers

3.2.3 Subcontracting procedures

See items 3.2.1 and 3.2.2 as well as BID data

3.2.4 Attendance on subcontractors

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

4. CIDB BUILD PROGRAMME

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

5. MANAGEMENT

5.1 Recording of weather

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

5.2 Unauthorized persons

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

5.3 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 contracts working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

5.4 Forms for contract administration

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

5.5 Payment certificates

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

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

5.6 Addenda

- 5.6.1 Occupational Health and Safety Regulations (*ADDENDUM A*)
- 5.6.2 Standard Occupational Health and Safety Specification (*ADDENDUM B*)
- 5.6.3 Environmental Management Plan (*ADDENDUM C*) (will be made available to the successful bidder)
- 5.6.4 Pro-forma contract between Contractor and Worker (*ADDENDUM D*)
- 5.6.5 Pro-forma Attendance Register (*ADDENDUM E*)
- 5.6.6 Contract Person / Days Calculation Format (*ADDENDUM F*)
- 5.6.7 Contractor monthly report format (see 4.4 above) also available in electronic format (*ADDENDUM G*)
- 5.6.8 Guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (*ADDENDUM H*) (available on the following website www.epwp.gov.za)
- 5.6.9 Drawings (*ADDENDUM I*)
- 5.6.10 IDT Addendum to the GCC (*ADDENDUM J*)

INDEPENDENT DEVELOPMENT TRUST

BULK SERVICES (EXTERNAL WORKS) FOR THE PLANNED 15 NEW MPL HOUSES AT PARLIAMENTARY VILLAGE IN BENDOR, POLOKWANE

C4 Site Information

The Parliamentary Village is located in Polokwane, Capricorn district, Limpopo Province

ADDENDUM B

Occupational Health and Safety Specification

**BULK SERVICES (EXTERNAL WORKS) FOR THE PLANNED 15 NEW MPL
HOUSES AT PARLIAMENTARY VILLAGE IN BENDOR, POLOKWANE**

INDEPENDENT DEVELOPMENT TRUST

(Hereinafter referred to as the Employer)

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

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

IDT Polokwane Office
76E Schoeman Street
POLOKWANE
0699

Contact:
Name: Mr. T Moekoa
Telephone: (015) 295-0000

ADDENDUM “A”

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

4. THE WORKS

Nature of the works:

BULK SERVICES (EXTERNAL WORKS) FOR THE PLANNED 15 NEW MPL HOUSES AT PARLIAMENTARY VILLAGE IN BENDOR, POLOKWANE

Commencement date :

Completion date :

Contractor: _____ Date: _____

Employer: _____ Date: _____

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

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

ADDENDUM C

Environmental Management Plan

TO BE PROVIDED BY THE SUCCESSFUL BIDDER

ADDENDUM I

Drawings

Can be downloaded on IDT Website

C3 Scope of Work

2 DESCRIPTION OF THE WORKS

2.1 Employer's objectives

Provide for bulk services (external works) for the construction of 15 new MPL houses at Limpopo Parliamentary Village.

The employer may include the following statement in the tender documents should the employer wish to have specific training carried out as an objective of the project:

- One of the objectives of the project is to training ether of the following:
- (occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates)

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

The Contractor shall:

- Subcontract a minimum of 5% of the total project value to targeted enterprises;
- Perform needs analysis on the targeted enterprise to identify developmental goals;
- Provide internal mentorship support to improve the targeted enterprise/s performance;

- Develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas to the CIDB Competence Standard for Contractors Gazette No. 41237, 10 November 2017
- Monitor and report the progress of the agreed development areas with the targeted enterprise/s
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The Contractor shall ensure that all beneficiaries of the Standard are registered with CIDB Skills Development Agency (SDA).

The Contractor shall be responsible for developing subcontractors in accordance with the CIDB Standard for Indirect Targeting for Enterprise Development.

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

2.2 Overview of the works

BULK SERVICES (EXTERNAL WORKS) FOR THE CONSTRUCTION OF 15 NEW MPL HOUSES AT PARLIAMENTARY VILLAGE

2.3 Extent of the works

BULK SERVICES (EXTERNAL WORKS) FOR THE CONSTRUCTION OF 15 NEW MPL HOUSES AT PARLIAMENTARY VILLAGE

1.4 Location of the works

The designated site to be shown to the contractor is located in Polokwane, Capricorn District, Limpopo Province

Temporary works

To be communicated to the winning bidder before construction commences

2 DRAWINGS

The drawings used for setting up the Bills of Quantities are available as a separate pdf document and can be downloaded from IDT website

- **Engineer's drawings**

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

3. SUBCONTRACTING

3.1

3.1.1 Scope of mandatory subcontract work

A maximum of 5% of subcontracting works for civil engineering (CE) shall be allocated to the IDT CDP contractors between 2CE and 3CE (list per cluster will be provided upon appointment). The Contractor shall without delay enter into contracts with the Domestic Subcontractors as submitted on the returnable schedule and forward a copy of these agreements to the Employer's Agent

The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

The Contractor to take note of item 3.2.2 below

3.2.2 Preferred subcontractors / suppliers

3.2.3 Subcontracting procedures

See items 3.2.1 and 3.2.2 as well as BID data

3.2.4 Attendance on subcontractors

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

6. CIDB BUILD PROGRAMME

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

7. MANAGEMENT

7.1 Recording of weather

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

7.2 Unauthorized persons

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

7.3 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 contracts working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

7.4 Forms for contract administration

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

7.5 Payment certificates

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

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

7.6 Addenda

- 7.6.1 Occupational Health and Safety Regulations (*ADDENDUM A*)
- 7.6.2 Standard Occupational Health and Safety Specification (*ADDENDUM B*)
- 7.6.3 Environmental Management Plan (*ADDENDUM C*) (will be made available to the successful bidder)
- 7.6.4 Pro-forma contract between Contractor and Worker (*ADDENDUM D*)
- 7.6.5 Pro-forma Attendance Register (*ADDENDUM E*)
- 7.6.6 Contract Person / Days Calculation Format (*ADDENDUM F*)

- 7.6.7 Contractor monthly report format (see 4.4 above) also available in electronic format (*ADDENDUM G*)
- 7.6.8 Guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (*ADDENDUM H*) (available on the following *website* (www.epwp.gov.za))
- 7.6.9 Drawings (*ADDENDUM I*)
- 7.6.10 IDT Addendum to the GCC (*ADDENDUM J*)

INDEPENDENT DEVELOPMENT TRUST

BULK SERVICES (EXTERNAL WORKS) FOR THE CONSTRUCTION OF 15 NEW MPL HOUSES AT PARLIAMENTARY VILLAGE

C4 Site Information

The Parliamentary Village is in Polokwane, Capricorn district, Limpopo Province

ADDENDUM B

Occupational Health and Safety Specification

**BULK SERVICES (EXTERNAL WORKS) FOR THE CONSTRUCTION OF 15 NEW MPL
HOUSES AT PARLIAMENTARY VILLAGE**

INDEPENDENT DEVELOPMENT TRUST

(Hereinafter referred to as the Employer)

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

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

**IDT Polokwane Office
74E Schoeman Street
POLOKWANE
0699**

Contact:

Name: Mr. T Moekoa

Telephone: (015) 295-0000

ADDENDUM “A”

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

4. THE WORKS

Nature of the works:

BULK SERVICES (EXTERNAL WORKS) FOR THE CONSTRUCTION OF 15 NEW MPL HOUSES AT PARLIAMENTARY VILLAGE

Commencement date :

Completion date :

Contractor: _____ Date: _____

Employer: _____ Date: _____

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

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

1. PREAMBLE

In terms of Construction Regulation 4(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) 24th edition, and 5(1) construction regulation of 2014, the Independent Development trust (IDT), as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in The Act and the Regulations made there-under. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) 24th edition, hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even daily. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement (see definitions under Construction Regulations) detailing the key activities to be performed to reduce as far as practicable, the hazards identified in the Risk Assessment.

In this a high premium is to be placed on the health and safety of the most valuable assets of the IDT. These are its personnel, the personnel of its clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all

respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications, shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

3. PURPOSE

The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the IDT. The Principal Contractor (and his/her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) Safety considerations affecting the site of the project and its environment.
- b) Health and safety aspects of the associated structures and equipment.
- c) Submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- d) the Principal Contractor's (and his /her contractor) health & safety plan.

To serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) 24th edition and the Regulations made there-under including the applicable safety standards, and in particular in terms of

Section 6,7 and 8 of the construction regulation (2014).

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) 24th edition in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014.

4. DEFINITIONS - The most important definitions in the Act and Regulations pertaining to this specification document are hereby extracted.

“Purpose of the Act” – To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“Health & Safety Specification” – means a document that includes information required under the construction regulation and obtained from the clients & designers during the early planning & design stage for a specific project on a specific site for use by the contractors when preparing their tenders or bids to clients.

“Health & Safety Plan” – means a document which is site specific and includes all identified hazards, safe work procedures to mitigate, reduce & control the hazards identified in a project.

“Agent” – means any person who acts as a representative for a client.

“Client” – means any person for whom construction work is performed.

“Construction Health & Safety Agent (SACPCMP)” – The person or entity appointed by the client through the Agent and who has a full authority and obligation to act on the client’s behalf in terms of the construction regulations.

“Construction Work” is defined as any work in connection with –

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure.
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling.
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work.

“Contractor” – means an employer, as defined in Section 1 of the Act, who performs construction work and

includes Principal Contractors.

“Contract Amount” Financial value of the contract at the time of the award of the contract, exclusive of all allowance and any value added tax or sales tax which the law requires the employer to pay to the contractor.

“Practical Completion Certificates” A certificates issued in terms of a contract by the employer, signifying that the whole of the construction works has reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding.

“Accident” – means unplanned occurrence that happens due to the unsafe condition and may cause injury to a person, damage to the property, material, plant, equipment and the environment.

“Hazard” – means anything including work activities and practices with the potential to cause harm.

“Risk” – means the likelihood that harm will occur and the subsequent consequences.

“Risk assessment” – means a process to determine any risk associated with any hazard at a construction site to identify the steps needed to be taken to mitigate, reduce or control such hazards.

Health and Safety File” – means a file, or other record in permanent form, containing the information required a contemplated in the regulations.

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 Structure and Organization of OH&S Responsibilities

5.1.1. Overall Supervision and Responsibility for OH&S

- a) The Client and/or its Agent on its behalf ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.
- b) The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro-forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.
- c) All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether

the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

- d) The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- e) All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

5.12 Required appointments as per the Construction Regulations:-

Item	Regulation	Appointment	Responsible Person
1.	3.	Application Construction work permit	Client
2.	5(1)(k)	Principal contractor for each phase or project	Client
3.	5(6)	Construction Health & Safety Agent	Client
4.	7.(1)(c)	Contractor	Principal Contractor
5.	7(3)	Contractor	Contractor
6.	8(1)	Construction manager	Contractor
7.	8(2)	Assistance Construction manager	Contractor
8.	8(7)	Construction supervisor	Contractor
9.	8(8)	Construction supervisor sub-ordinates	Contractor
10.	8(5)	Construction Safety Officer	Contractor
11.	9(1)	Person to carry out risk assessment	Contractor
12.	13(1)	Excavation supervisor	Contractor
13.	13(2)(k)	Competent person in the use of explosive for excavations	Contractor
14.	14(11)	Explosives expert	Contractor
15.	23 (1)	Operator : construction vehicle and mobile plant	Contractor
16.	28 (a)	Stacking and storage supervisor	Contractor
17.	29 (h)	Fire equipment inspector	Contractor

5.2 **Communication, Participation & Consultation**

- 5.2.1 Occupational Health & Safety matters/issues shall be communicated between the Employer, the Principal Contractor, the other Contractors, the Designer and other parties concerned shall be through the H&S Committee or other means determined by the client.

- 5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.
- 5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')
- 5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, reporting of hazardous/dangerous conditions/situations etc.

6. INTERPRETATION

- a) The Occupational Health and Safety Act and all its Regulations, except for the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer.
- b) (The position taken by the Construction Regulations is that the "owner", in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the "client" are seen to be in two categories, i.e. the Principal Contractor and Contractors.
- c) The Principal Contractor has to take full responsibility for health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site.

7. RESPONSIBILITIES

7.1 Client

- a) The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations.
- b) The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of both Principal Contractor and Contractor for approval.

- c) The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.
- d) The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:
 - have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act.
 - have failed to implement or maintain their health and safety plan.
 - have executed construction work which is not in accordance with their health and safety plan; or
 - act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

7.2 **Principal Contractor**

- a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction. Annexure 2 of this construction regulation contains a "Notification of Construction Work" form. Where the construction work permit is required, the Principal Contractor must submit all the required documents requested by the client's Agent for the preparation of annexure 1 of this construction regulations.
- b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.
- c) The Principal Contractor will in no manner or means be absolved from the responsibility of complying with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.
- d) The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.

- e) The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- f) The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tender's offer is based.)
- g) The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.
- h) The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.
- i) The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.
- j) The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
- k) The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

7.3 Contractor

The contractor must demonstrate to the Principal Contractor that he has the Necessary competencies and resources to perform the construction work safely.

7.4 Responsibilities of Construction Health & Safety Agent (SACPCMP)

The construction Health & Safety Agent acts as a link between the client, Principal Contractor and the project team members with respect to health & Safety, They are required to ensure that the client carry out its H&S responsibilities in terms of legislation as well as to co-ordinate and ensure good H&S practices are maintained

throughout the duration of the project. In many cases this role starts from project initiation to project close-out.

- a) H&S competence: If the client is unable to satisfy the requirements of the Construction Regulations for whatever reasons, the construction H&S agent may be appointed to perform these functions on behalf of the client. Given the need to appoint a registered construction H&S agent that is competent and adequately resourced with respect to H&S matters.
- b) H&S goals: It is important that the construction H&S agents demonstrate clearly to clients how they are going to contribute to the achievement of any client H&S goals and objectives. They should also set their own H&S goals.
- c) H&S responsibilities: Prior to accepting the H&S agent appointment from clients, H&S agents need to ensure that they brief clients fully on the client's particular responsibilities in terms of the OH&SA of 1993 and Construction Regulations as amended from time to time. In the absence of acceptance by clients of these responsibilities, H&S agents will not be able to adequately meet their own H&S responsibilities and duties.
- d) H&S information: H&S agents must provide the designer or design team with all H&S information to enable them to conduct a design HIRA to identify the significant hazards that need to be included in the H&S specification. This information may be gathered from multiple sources such as, for example, discussion with the client, previous historical use of the site or facility, previous surveys and investigations and past H&S files.

8. SCOPE OF WORK

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the tender document, this amongst all includes for example:

- Site hoarding and demarcation
- Construction, or alteration of sewer, or water reticulation system or any civil engineering
-

9. PREPARING A HEALTH & SAFETY PLAN

- (a) The level of detail required for a H&S plan will depend on how complex the workplace is (in particular, the number of contractors at the workplace at any one time) and the risks involved in the work. The plan must be easily accessible in a construction site, and it must be clearly understood by management, supervisors & workers on construction site.
- (b) The plan must be implemented, maintained and kept up to date during the construction of the project.

(c) The principal contractor should prepare a H&S plan that includes:

- project information.
- client requirements for H&S management on the project.

Environmental restrictions and existing on-site risks arrangements, imposed by others or developed by the principal contractor, to control significant site H&S risks; H&S file & project H&S review.

(d) The H&S plan should include the following information:

- details of the client, that is the person commissioning the construction work, for example their name, representative and contact details.
- details of the principal contractor.
- details of the construction project, for example address of the workplace, anticipated start and end date and a brief description of the type of construction work that the H&S plan will cover.
- details on how subcontractors will be managed and monitored, including how the principal contractor intends to implement and ensure compliance with the H&S plan such as checking on the performance of subcontractors and how non-compliance will be handled; and
- details on how the risks associated with falls, falling objects, moving plant, electrical work and all high-risk construction work that will take place on a construction project will be managed.
- Details on how the risks associated with public safety including pedestrian walkway will be maintained and kept as such for the duration of the project.

(e) The H&S plan should also include information on:

- the provision and maintenance of a hazardous chemicals register safety data sheets and hazardous chemicals storage.
- the safe use and storage of plant.
- the development of a construction project traffic management plan.
- obtaining and providing essential services information – electrical, telecom, water and similar services.
- workplace security and public safety; and
- ensuring workers have appropriate licences and training to undertake the construction work.

(f) The H&S plan must contain:

- a general description of the type of work activities involved in the project and not just a description of the facility to be constructed.
- the project program or schedule details, including start and finish dates, showing principal activities.
- details of client, design team, principal contractor, subcontractors, and major suppliers; and

- extent and location of relevant existing records, surveys, site investigation and geotechnical reports, 'as-built' plans, H&S files.

10. HEALTH AND SAFETY FILE

- a) The H&S file is a document prepared by the principal contractor containing important project H&S information for use by the owner of the completed structure after construction has been completed.
- b) The principal contractor is responsible for producing an H&S file. It contains important project H&S information for use by the owner of the completed structure after construction has been completed. It is essential that the process of compiling the file commences as early as possible to ensure sufficient time to gather the required information.
- c) The Principal Contractor must, in terms of Construction Regulation 7(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health & Safety File.
- d) The contractor must ensure that the client's format and layout of the H&S file is adhered to. The contractor must identify the responsible person that will prepare the H&S file and who will be responsible for the drafting of as-built drawings. The contractor must establish procedures:
- e) The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

11. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client and/or its Agent on its behalf monthly.

11.1 Identification of hazards and development of risk assessments, standard working Procedures (SWP) and method statements

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

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

11.1.1 Monthly Audit by Client and/or its Agent.

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

- a) A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

11.1.2 Health & Safety incident/accident reporting & investigations

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

OR where:

- i. a major incident occurred
 - ii. the health or safety of any person was endangered
 - iii. where a dangerous substance was spilled
 - iv. the uncontrolled release of any substance under pressure took place
 - v. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
 - vi. Machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.
- b) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.

- c) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly “SHE Risk Management Report”.
- d) The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports.
The Principal Contractor is responsible for overseeing the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)
- (e) The results of the investigation are to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)
- (f) The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations, including the steps taken to prevent similar incidents in future.
- (g) The Principal Contractor is responsible for the investigation of all accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- (h) Notwithstanding the requirements of Section 24 of the Act, ALL incidents should be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.
 - Determine the underlying H&S deficiencies and other contributory factors
 - Identification of corrective/preventative actions and continual improvement
 - Communicating the outcome/results and documenting the events of the investigation.
- (i) **Reporting Of Near-Misses**
 - IDT views the reporting of near misses as a critical component in creating a positive health and safety awareness culture on site.
 - IDT retains the right to enforce the reporting of near misses within 24 hours of occurrence.

12. Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

12.1 Site Rules and other Restrictions

a) Site OH&S Rules

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction. When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

b) Security Arrangements

The Principal Contractor must adhere to the Limpopo legislature site access rules. The principal contractor must also establish their site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site. The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

It will be required by the Limpopo legislature to conduct a background check on all the employees to identify any criminal history that may pose a risk to the site and end users.

Everyone will be required to produce proof of identity on a daily basis when entering the Parliamentary Village.

It will be essential to implement specific vetting and compliance measures when hiring foreign employees. The following must be considered:

- Valid Work Permit
- Background Checks

If not already tasked to the H&S Officer appointed in terms of Construction Regulation, the Principal Contractor must appoint a competent person who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments.

12.1.1 Appointment of Health & Safety Representatives

a) H&S Representatives ('SHE – Reps')

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

Contractors (sub-contractors) he must appoint one H&S Representatives for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

H&S Representatives must be appointed in writing and the designation shall be in accordance with the Collective Agreement concluded between the parties as is required in terms of General Administration Regulation 6.

12.1.2 Duties and Functions of the H&S Representatives

- The Principal Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist developed by a Principal Contractor.
- The report must be consolidated and submitted to the Health & Safety Committee.
- H&S Representatives must form part of the incident/accident investigating team.

12.1.3 Establishment of H&S Committee(s)

- The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a few Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee.
- The people nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.
- The H&S Committee must meet a minimum monthly and consider, at least, an agreed Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures.

12.1.4 Training & Awareness

The contents and syllabus of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

a) *Training & Induction*

All employees performing work or tasks on site that potentially impact on H&S must be competent & have the necessary appropriate education, training & experience.

All the training must be closely aligned with the risk profile of the project; procedures must be put in place to ensure that all workers are aware of the consequences of their work activities & benefits of improved

H&S performance.

All employees of the principal and other Contractors must be in possession of proof of General Induction training

b) *Site Specific Induction Training*

All employees of the principal and other Contractors must be in possession of Site-Specific Occupational Health and Safety Induction or other qualifying training.

c) *Other Training*

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

13. PROJECT/SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) must be developed by the Principal Contractor:

- a) Clearing & grabbing the area/site
- b) Site establishment
- c) Dealing with existing structures
- d) Location of existing services
- e) Boundary & Access control/Public liability exposures
- f) Protection against heat exhaustion, dehydration, wet & cold conditions
- g) Dealing with HIV and aids other related diseases
- h) Use of portable electrical & explosive tools
- i) Any Excavation work
- j) Any welding work
- k) Loading & offloading of trucks
- l) Driving & operations of Construction vehicles & mobile plant
- m) Temporal works and
- n) Construction works as defined in the construction regulation 2014

14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

Administrative & Legal Requirements

OH S Act Sec tion / Reg ulation	Subject	Requirements
Construction. Regulation	Notice of carrying out Construction work	<ul style="list-style-type: none"> Department of Labour notified Copy of Notice/permit available on Site
General Admin. Regulation 4	Copy of OH&S Act (Act 85 of 1993)	<ul style="list-style-type: none"> Updated copy of Act & Regulations on site. Readily available for perusal by employees.
COID Act Section 80	Registration with Compensation Insurer.	<ul style="list-style-type: none"> Written proof of registration/Letter of good standing available on Site
Construction. Regulation 4 & 5(1)	H&S Specification & Programme	<ul style="list-style-type: none"> H&S Spec received from Client and/or its Agent on its behalf OH&S programme developed & Updated regularly
Section 8(2)(d) Construction. Regulation 9	Hazard Identification & Risk Assessment	<ul style="list-style-type: none"> Hazard Identification carried out/Recorded Risk Assessment and – Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained
Section 16(2)	Assigned duties (Managers)	<ul style="list-style-type: none"> Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction. Regulation 8(5)	Designation of Person Responsible on Site for Health and Safety	<ul style="list-style-type: none"> Competent person appointed in writing as Safety Officer SACPCMP registered
Construction. Regulation 8(1)	Designation of Person Responsible on Site	<ul style="list-style-type: none"> Competent person appointed in writing as construction manager Construction Supervisor with job description
Construction. Regulation 8(2)	Designation of Assistant for above	<ul style="list-style-type: none"> Competent person appointed in writing as assistant to construction manager Assistant Construction Supervisor with job description
Section 17 & 18 General Administrative	Designation of Health & Safety Representatives	<ul style="list-style-type: none"> More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 Meaningful H&S Rep. reports.

Regulations 6 & 7		<ul style="list-style-type: none"> • Reports actioned by Management.
Section 19 & 20 General Administrative Regulations 5	Health & Safety Committee/s	<ul style="list-style-type: none"> • H&S Committee/s established. • All H&S Reps shall be members of H&S Committees • Additional members are appointed in writing. • Meetings held monthly, Minutes kept. • Actioned by Management.
Section 37(1) & (2)	Agreement with Mandatories/ (Sub-)Contractors	<ul style="list-style-type: none"> • Written agreement with (Sub-)Contractors • List of SubContractors displayed. • Proof of Registration with Compensation Insurer/Letter of Good Standing • Construction Supervisor designated • Written arrangements re. • H&S Reps & H&S Committee • Written arrangements re. First Aid
Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41	Reporting of Incidents (Dept. of Labour)	<ul style="list-style-type: none"> • Incident Reporting Procedure displayed. • All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1)(WCL 1 or 2) and to the Client and/or its Agent on its behalf • Cases of Occupational Disease Reported • Copies of Reports available on Site • Record of First Aid injuries kept
General Admin. Regulation 9	Investigation and Recording of Incidents	<ul style="list-style-type: none"> • All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. • Copies of Reports (Annexure 1) available on Site • Tabled at H&S Committee meeting • Action taken by Site Management.
Construction. Regulation 8	Fall Prevention & Protection	<ul style="list-style-type: none"> • Competent person appointed to draw up the Fall Protection Plan • Proof of appointees competence available on Site • Risk Assessment carried out for work at heights • Fall Protection Plan drawn up/updated • Available on Site
Construction. Regulation Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	<ul style="list-style-type: none"> • Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment • Written Proof of Competence of above appointee available on Site. • Cranes & Lifting tackle identified/numbered • Register kept for Lifting Tackle • Log Book kept for each individual Crane • Inspection: - All cranes - daily by operator <ul style="list-style-type: none"> - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person • - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application

General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	<ul style="list-style-type: none"> • Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage • Written Proof of Competence of above appointee available on Site
Construction. Regulation Environmental Regulation 9	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	<ul style="list-style-type: none"> • Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures • Emergency Evacuation Plan developed: • Drilled/Practiced • Plan & Records of Drills/Practices available on Site • Fire Risk Assessment carried out • All Fire Extinguishing Equipment identified and on register. • Inspected weekly. Inspection Register kept • Serviced annually
General Safety Regulation 3	First Aid	<ul style="list-style-type: none"> • Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) • First Aid freely available • Equipment as per the list in the OH&S Act. • One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) • List of First Aid Officials and Certificates • Name of person/s in charge of First Aid box/es displayed. • Location of First Aid box/es clearly indicated. • Signs instructing employees to report all • Injuries/illness including first aid injuries
General Safety Regulation 2	Personal Safety Equipment (PSE)	<ul style="list-style-type: none"> • PSE Risk Assessment carried out • Items of PSE prescribed/use enforced • Records of Issue kept • Undertaking by Employee to use/wear PSE • PSE remain property of Employer, not to be removed from premises GSR 2(4)
General Safety Regulation 9	Inspection & Use of Welding/Flame Cutting Equipment	<ul style="list-style-type: none"> • Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment • Written Proof of Competence of above appointee available on Site • All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately • Equipment identified/numbered and entered into a register • Equipment inspected weekly. Inspection Register kept • Separate, purpose made storage available for full and empty vessels
General Safety Regulation 13A	Inspection of Ladders	<ul style="list-style-type: none"> • Competent person appointed in writing to inspect Ladders • Ladders inspected at arrival on site and weekly thereafter. Inspections register kept

		<ul style="list-style-type: none"> • Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register
General Safety regulation 13B	Ramps	<ul style="list-style-type: none"> • Competent person appointed in writing to supervise the erection & inspection of Ramps. Inspection register kept. • Daily inspected and noted in register

15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

- The Principal Contractor shall always ensure his status of an “employer” as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.
- The Principal Contractor shall keep, and on demand make available, a copy of the Act on site always and in addition to that he/she will introduce and maintain a file titled “Health and Safety File”, or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.
- The project under the control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods of one month.
- The Principal Contractor is to ensure that he/she and all people under his control on the construction site shall adhere to the above specifications.
- The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations as published under government notice 07 August 2014, stipulated in Section 7.

17. THE PRINCIPAL CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES

The following examples of activities are identifiable as hazardous in terms of the Construction Regulations. The contractor shall execute the activities in accordance with the following Construction Regulations and other applicable regulations of the Act:

- Construction vehicles & mobile plant.
- Housekeeping on construction sites
- Fire precautions on construction sites.

This list must not be taken to be exclusive or exhaustive! All of the above requirements will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Construction Regulations will be kept in the Health and Safety File and will be made available at any time when required by the client or his representative, or on request to an interested party.

18. GENERAL NOTES TO THE PRINCIPAL CONTRACTOR

Legal Framework

Part of legal obligations

The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the State as well as to State owned buildings and premises: -

A	Occupational Health and Safety Act No. 85 Of 1993 (OHS Act)
A	Compensation for occupational Injuries and Diseases Act
A	National Health Act: No. 61 Of 2003
A	Basic Conditions of Employment Act (Act no 75 of 1997)
A	Road Traffic Management Act, (Act no 20 of 1999)
R	Construction Regulations 2014 (CR 2014).
A	Disaster Management Act, 2002
R	General Administrative Regulations No. 929 Of June 2003
R	General Safety Regulations No. 1031 Of May 1986.
R	Facilities Regulations No. 924 Of August 2004
R	Environmental Regulations for Workplaces No. 2281 Of 1987.
R	Ergonomics Regulations 2018
R	Electrical installations, 2009
A	Environmental Management Act (Waste & Water)
R	Hazardous Chemical Substances Regulations No. 1179 Of August 1995
R	EIA Regulations 2014
R	Occupational Health and Safety Specification
A	National Environmental Management Act: No. 107 Of 1998
R	Noise-Induced Hearing Loss Regulations: 307 Of 2003
A	National Environmental Management: Waste Act 59 Of 20

19. HOUSE KEEPING

Good housekeeping will be always maintained as per Construction Regulation 27. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

In promotion of environmental control of all waste, rubble, scrap etc., will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

a) Facilities

The site establishment plan shall make provision for:

b) Ablution facilities

The contractor shall make provision for adequate ablution facilities for his employees on site. These facilities shall be maintained by the contractor.

c) Smoking Areas

Designated smoking areas shall be established by the contractor.

d) Drinking Water Facilities

The provision of drinking water facilities shall be negotiated between the Contractor and IDT.

e) Equipment Compliance Certificates

Before equipment is brought on site valid certificates of compliance issued by a competent person shall be presented. The equipment includes but shall not be limited to:

- i. lifting equipment and lifting tackle
- ii. power driven machinery
- iii. electrical equipment
- iv. testing and monitoring equipment

f) Barricading

All barricading shall be of the rigid type unless the use of non-rigid barricading has been approved in writing by the IDT Project Manager. The contractors' barricading standard shall be included in the Health and Safety Plan.

Where more than one contractor is working on a site, the fixed barricading shall be clearly marked with the company's name, site contact person as well as the contact number/s.

Barrication should be provided for the public on the walkway and that barrication should also cover the overhead hazards.

g) Hazardous Chemical Substances Waste Removal

IDT shall provide a facility to collect all hazardous chemical waste material.

The contractor shall provide adequately marked and sealable containers to transport

The hazardous chemical waste from the source to the approved IDT disposal point.

h) Personal Protective Equipment (PPE)

Personal protective equipment issued shall be specific to the risks associated with the work to be performed and specific to conditions on site and shall comply with South African National Standards (SANS) or similar.

20. LOCKOUT SYSTEMS

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

21. IMPORTANT LISTS AND RECORDS TO BE KEPT

The following are lists of several records that are to be kept in terms of the Construction Regulations. The lists are:

- i. List of appointments
- ii. List of record keeping responsibilities
- iii. Inspection checklist

a) Contractor Risk Assessment Process

The risk assessment process shall include:

- 1) an evaluation of the method of the work to be conducted
- 2) the method statement on the procedure to be followed in performing the task shall be developed
- 3) the risk assessment will also include activities like:
 - i. Transportation of passengers and goods to and from site
 - ii. Site establishment
 - iii. Physical and mental capabilities of employees
 - iv. Others as may be specified.
- 4) the hazards as listed in the paragraph – Site Specific Health and Safety Hazards
- 5) a review plan for risk assessments shall provide for:
 - i. the quarterly review of all applicable risk assessments
 - ii. the review of an assessment if there is reason to believe that the previous assessment is no longer valid, or there has been a change in a process, work methods, equipment or procedures and working conditions
 - iii. Risk assessment/s to be reviewed if the outcome of incident investigations and audits etc. requires such action.

A pre - task risk assessment shall be conducted in writing on every task and be facilitated by the team leader.
risk assessments and pre-task risk assessments shall be filed and be available on site.

All

b) **Risk Profile**

All contractors shall submit a risk profile of the work to be conducted with their Health and Safety Plan.

c) **Risk Based Inspection Program**

The inspection programme shall be risk based. The inspection plan shall form part of the Health and Safety Plan.

ADDENDUM J
