INDEPENDENT DEVELOPMENT TRUST

TENDER NO: IDT-LP-DSAC-SCULP 2026/00

THE APPOINTMENT OF A SERVICE PROVIDER/CONTRACTOR FOR THE PRODUCTION AND INSTALLATION OF SCULPTURES OF 13 CHIEFS AND A CENTRE PIECE AS PART OF THE RESISTANCE LIBERATION AND HERITAGE ROUTE: UNIVERSITY OF LIMPOPO FIG TREE MONUMENT.

CLOSING DATE: 09 SEPTEMBER 2026

The completed Bid Document sealed in an envelope and clearly endorsed.
must be placed in the Tender Box situated at the entrance to the Polokwane Office of the Independent Development Trust (IDT).

BIDDER'S INFORMATION
(Must be completed by Bidder)

BIDDER NAME	
CSD NO	
EMAIL ADDRESS	

Prepared by:

The Independent Development Trust (IDT)
76E Schoeman Street
Polokwane
0699

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PART T: THE BID
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T1.1 Bid Notice and Invitation to Bid

THE INDEPENDENT DEVELOPMENT TRUST BIDDERS FOR THE PROVISION OF: **THE APPOINTMENT OF A SERVICE PROVIDER/CONTRACTOR FOR THE PRODUCTION AND INSTALLATION OF SCULPTURES OF 13 CHIEFS AND A CENTRE PIECE AS PART OF THE RESISTANCE LIBERATION AND HERITAGE ROUTE: UNIVERSITY OF LIMPOPO FIG TREE MONUMENT.**

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

IDT Representative (Technical Queries Only)	Mohapi Sheea Matshipam@idt.org.za
IDT Admin & procurement Representative	David Motsase DavidMO@idt.org.za

The closing date and time for the receipt of Bids is **09 September 2026 @ 12:00 PM**

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

PART T: THE BID
Part T1: Bidding Procedures

T1.2 Bid Data

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

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

Clause number	Tender Data for Tender Number **IDT-LP-DSAC-SCULP 2026/00**
F.2.6	**Acknowledge addenda** Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time. If the Addenda has financial implications, failure to acknowledge the addenda may eliminate your bid from evaluation. This is due to incomparability of offers with the rest of the tenderers.
F.2.7	**Clarification Meeting** **The clarification meeting will be held on site on 21 August 2026 @11H00 at University of Limpopo Fig Tree**
F.2.8	**Seek clarification** Tenderers can request clarification of the tender documents, if necessary, by notifying the employer at least **Two** days before the closing date.
F2.9	**Insurances** Refer to contract data for insurance requirements
F.2.11	**Alterations to documents** Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
F.2.12	**Alternative Tender Offers** No alternative tender offers will be considered.
F.2.13	**Submitting a Tender Offer**

F.2.13.4	The tenderer will sign the original of the tender offer.
F2.13.5	The tenderer will seal the original tender offer Two-envelope system – not applicable
F.2.13.6	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:
F.2.13.6	Employer's address: Polokwane Regional Office **IDT Limpopo** **ABSA Building** **1st Floor** **76E Schoeman Street** **Polokwane** **0699** Identification details:
F.2.13.9	**Description: THE APPOINTMENT OF A SERVICE PROVIDER/CONTRACTOR FOR THE PRODUCTION AND INSTALLATION OF SCULPTURES OF 13 CHIEFS AND A CENTRE PIECE AS PART OF THE RESISTANCE LIBERATION AND HERITAGE ROUTE: UNIVERSITY OF LIMPOPO FIG TREE MONUMENT** Accept that tender offers submitted by facsimile, e-mail or reproduced will be rejected by the employer. Tender documents must be submitted in an original format as issued by the employer.
F.2.15	**Closing Time of Tender**
F.2.15.1	The closing time for submission of tender offers is **12H00 (Midday), 09 September 2026** Location of tender box: **IDT Limpopo** **ABSA Building** **1st Floor** **76E Schoeman Street** **Polokwane** **0699** Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	**Tender Offer Validity**
F.2.16.1	The tenderer is required to hold the tender offer valid for a period of 90 days.

Clause number	Tender Data for TENDER NO: IDT-LP-DSAC-SCULP 2026/00
F.2.19	**Inspections, Tests and Analysis** Access shall be provided for inspections, tests and analysis as may be required by the employer.
F.2.23	**Compulsory documents** 1. A fully completed and signed invitation to bid on (SBD 1) 2. A fully completed and signed Bidder's Disclosure (SBD 4) 3. A fully completed and signed preference points claim form (SBD 6.1) 4. Completed Form of Offer, fully signed and witnessed. 5. Valid COIDA/FEM/RMA Certificate 6. **Full** CSD Report 7. Fully completed and signed authority to sign 8. Acknowledgement of Addenda to Tender Documents (if applicable) 9. Join Venture (JV) agreement, if applicable, JV agreement must be signed by all parties of the JV, both parties should send the necessary compulsory requirements. 10. The Bill of Quantities must be handwritten in black ink. 11. Attendance of compulsory briefing session (register will be used)
F.3.4	**Opening of Tender Submissions** Tenders will not be opened in public
F3.5	Two-envelope system – not applicable
F.3.6	**Evaluation of Tender Offers** The procedure for the evaluation of a responsive tender will be in terms of the Preferential Procurement Regulations 2022 on a 80/20 preference point system, and in terms of **Method 2** of Clause F.3.11 (Annex F: Standard Conditions of Tender), with the formula for the calculation of total number of tender evaluation points as detailed below (F.3.11.5):

F.3.11.3	The procedure for the evaluation of responsive tenders is Method 4 The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of W_1 is: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R50 000 000 Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who completes the preferential schedule and who are found to be eligible for the preference claimed.
IDT Reservations of Rights	None.
F 3.7	**Packaging Instruction** • Bid Document printed in colour • Compulsory Documents ring banded with the Bid Document with dividers • BOQ to be inserted on page 53 of Bid Document • Drawing to be inserted on page 58 of Bid Document If all the above are going to be banded together, please include dividers and index page.

Brief Description

The RFQ aims to procure a competent specialist to manufacture/ produce and install sculptures at the University of Limpopo as part of the Resistance Liberation and Heritage Route projects. The site has already been identified on the campus.

The 13 sculptures will be a realistic visual representation of 13 Traditional Leaders that held a lekgotla under the Fig Tree on the 11th of October 1956 where an agreement and pledges were made towards the formation of what is now known as the University of Limpopo. Scope of Works is as follows:

- 13x Chief throne sculptures and centerpiece,
- Landscaping around monument,
- All electrical fixtures fully operational,
- Throne benches and Back rests
- Stands for commemorative balls and half balls with inlays and QR Codes (details in BoQ)

Annexure A

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

Bids shall be evaluated in two stages as follows.

Phase 1 – Evaluation of Administrative compliance

Phase 2 – Functionality/Quality Evaluation

Phase 2 – Evaluation of Price and preference points claimed.

Phase 1: Eligibility of Bidders.

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

Table 1: List of Mandatory Returnable Documents

1. Company Registration Document (CK)
2. Directors ID Copies
3. A fully completed and signed invitation to bid on (SBD 1)
4. A fully completed and signed Bidder's Disclosure (SBD 4)
5. A fully completed and signed preference points claim form (SBD 6.1)
6. Completed Form of Offer, fully signed and witnessed.
7. Valid COIDA/FEM/RMA Certificate
8. Full CSD Report
9. Fully completed and signed authority to sign
10. The Bill of Quantities must be handwritten in black ink.
11. Attendance of compulsory briefing session (register will be used)

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.**

Criteria	Points Allocation
Proof of experience in sculpturing projects (i.e. sculpturing works)	30 points
Capacity and Resources	20 points
Project Plan and Implementation Plan	30 points
Layout of Environmental Integration Plan	15 points
Sketch and 3D of the Chair and Faceless Sculpture	5 points
Total	**100 points**
NB: Minimum qualifying threshold 7**0% (70 points)**	

1	**EXPERIENCE IN RENDERING SCULPTURING WORKS**			**MAX POINTS**
	Brief summary of experience in rendering sculpturing works of similar scale. To substantiate the above, service provider must provide evidence in the form of: Profile of similar works, scopes/scale and costs with quality images/pictures of sculptures/statues completed in the past in line with reference letters below (a) 3 profiles of different works (b) 4 profiles and above Verifiable reference letters confirming previous and/or existing clients. Letters must refer to the size of the sculptures/statues, material used, location where artwork/piece was installed, costs and comments whether services were rendered successfully or not. (a) 3 reference letters (b) 4 and above letters	**10 Points** **5 Points** **10 Points** **5 Points** **10 Points**		**30**
	Non – Submission			
	Non-submission, irrelevant evidence and incomplete evidence.			**0**
2	**CAPACITY AND RESOURCES**			**MAX POINTS**
	Attach 2 resumes of human resource displaying teamwork skills and expertise in crafting/sculpturing, capacity and ability to produce/render required service.	**10 Points**		**20**
	Confirmation of financial resources availability to start the project as the client will not make an upfront payment	**5 Points**		
	Confirm availability of material resources, such facility/studio or renting space at studio and adequate equipment where the work will be done. (To be verified through site inspection)	**5 Points**		
	Non-submission or No Capacity or Resources submitted			**0**
3	**PROJECT PLAN AND IMPLEMENTATION PLAN**			**MAX POINTS**

	3.1. Submission of the project plan with implementation plan: Illustrating the sculpturing phases/stages with realistic timelines indicating how much time for each milestone/phase/stage. Phases/stages must include amongst others: • Sculpture Development • Transportation of the clay sculpture from the studio to the foundry • Transportation/Delivery of the complete sculpture from the foundry to the site of installation • Site preparation, installation and landscaping logistics including hiring/renting of equipment for putting up the art piece • Completion phase with closeout report accoupled with final invoices and compliance certifications 3.2. Clear and Realistic cost breakdown (see below BOQ)	**20 Points** **10 Points**		**30**
4	**LAYOUT OF ENVIRONMENTAL INTERGRATION PLAN**			**MAX POINTS**
	• Illustration of cultural heritage transformation theme/symbolism/representation in landscaping designs incorporating existing memorials/monuments in the precinct. • Enhancing harmony with natural environment and sculptural artistry.	**10 Points** **5 Points**		**15**
	• Non submission			**0**
5	**SKETCH AND 3D OF THE CHAIR AND FACELESS SCULPTURE**			**MAX POINTS**
	Submission of a sketch and 3D sketch/drawing of the chair and faceless sculptures			**5**
	No Submission			**0**
	TOTAL POINTS CLAIMED	**100**		
	QUALIFYING POINTS AND PERCENTAGE	**80 POINTS**		**80%**

RETURNABLES

The Bidders who complied with the eligibility and administrative criteria in stage 1 (Compliance) are considered for further evaluation on Stage 2 (Price and preference points claimed.)

Table 2: List of Non-Mandatory Returnable Documents

Description of Non- Mandatory Returnable Document
1. Original certified copies of their IDs and CIPC document (Not older than 6 Months from the tender closing date
2. Confirmation of addenda to bid document (if applicable)

Phase 2: Evaluation of Price and preference points claimed

Stage two (2) entails the process of Evaluation on Price and preference points claimed.

POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 8\left(1 + \frac{Pt - Pmax}{Pmax}\right) \text{ or } Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

1. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

determine the applicable preference point system, then the organ of state mustindicate 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 perthe table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women (100%)	6	
Youth (100%)	6	
People with Disabilities (100%)	4	
Black (100%)	4	

Source Documents to be submitted with the Bid or RFQ

*CSD Document (Full CSD)

*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)

KEY PERSONNEL SCHEDULE

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

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

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

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

No.	Key Person Name	Category of key personnel	Qualifications	Professional Registration	Years of Experience
1.					
2.					

KEY PERSONNEL 1: CURRICULUM VITAE:

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

Name:	Date of birth:	
Profession:	Nationality:	
Qualifications:		
Professional Body if applicable:	Category of Registration:	Registration Number:
Name of Employer:		
Current position:		Years of Experience:
Employment Record:		
Relevant Experience Required:		

Certification:

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

SIGNATURE OF THE INCUMBENT

_____

INCUMBENT'S IDENTITY NUMBER

KEY PERSONNEL 2: CURRICULUM VITAE:

Name:	Date of birth:
Nationality:	
Qualifications:	
Name of Employer:	
Current position:	Years of Experience:
Employment Record:	
Relevant Experience Required:	

Certification:

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

SIGNATURE OF THE INCUMBENT

_____

INCUMBENT'S IDENTITY NUMBER

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Expression of Interest Documents

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

C.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation in which:

i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially.

ii) an individual or Bidder is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii) incompatibility or contradictory interests exist between an employee and the Bidder who employs that employee.

b) **corrupt practice** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the Bid process.

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

C.1.4 Communication and Principal Agent

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

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

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

a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.

b) funds are no longer available to cover the total envisaged expenditure; or

c) no acceptable Bids are received.

d) there is a material irregularity in the Bid process.

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.2 Bidder's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of Biding

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

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

C.2.3 Check documents.

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda.

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification.

Request clarification of the expression of interest, if necessary, by notifying the employer at least two (2) working days before the closing time stated in the Bid data.

C.2.9 Insurance

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

C.2.11 Alterations to documents

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

C.2.13 Submitting an expression of interest

C.2.13.1 Submit one expression of interest only, either as a single Biding entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the Bid data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Bid offer validity.

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

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

C.2.18 Provide other material.

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

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

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

C.2.20 Submit securities, bonds and policies.

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

C.2.21 Check final draft.

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

C.2.22 Return of other Bid documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the Bidder.

C.3.1.1 Unless otherwise stated in the Bid Data, respond to a request for clarification received up to two (2) working days before the Bid closing time stated in the Bid Data and notify all Bidders who collected an expression of interest.

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

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

a) an individual firm, or a joint venture, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.

b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

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

C.3.3 Return late Bid offers.

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

a) complies with the requirements of these Conditions of Bid,

b) has been properly and fully completed and signed, and

c) is responsive to the other requirements of the Bid documents.

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

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work*,*

b) significantly change the Employer*'s* or the Bidder's risks and responsibilities under the contract, or

c) affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified.

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

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

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

C.3.10 Evaluation of Bid offers

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

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

C.3.10.1 General

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

C.3.11 Insurance provided by the employer.

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

C.3.14 Prepare contract documents.

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

a) addenda issued during the Bid period,

b) inclusion of some of the returnable documents and

c) other revisions agreed between the employer and the successful Bidder.

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	IDT-LP-DSAC-SCULP 2026/00	CLOSING DATE:	**09 September 2026**	CLOSING TIME:	**12h00**
DESCRIPTION	**THE APPOINTMENT OF A SERVICE PROVIDER/CONTRACTOR FOR THE PRODUCTION AND INSTALLATION OF SCULPTURES OF 13 CHIEFS AND A CENTRE PIECE AS PART OF THE RESISTANCE LIBERATION AND HERITAGE ROUTE: UNIVERSITY OF LIMPOPO FIG TREE MONUMENT**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
76 E Schoeman Street
Polokwane
0700

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**David Motsatse**	CONTACT PERSON	**Matshipa Mohale**
TELEPHONE NUMBER	**012 845 2000**	TELEPHONE NUMBER	**015 295 0000**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	davidmo@idt.org.za	E-MAIL ADDRESS	matshipam@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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ 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

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

2.3.1 If so, furnish particulars:

……
……

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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

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

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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

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

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

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

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

……	……
Signature	Date
……	……...
Designation	Name of bidder

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

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

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

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1. GENERAL CONDITIONS

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

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

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

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

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**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 of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$\boldsymbol{Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)} \quad \text{or} \quad \boldsymbol{Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$\boldsymbol{Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)} \text{ or } \boldsymbol{Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)}$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women (100%)		6		
Youth (100%)		6		
People with Disabilities (100%)		4		
Black (100%)		4		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

Section 3: CIDB registration number, if any: . . . . . .

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	**Identity number***	**Personal income tax number***

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

Section 5: Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . .

Tax reference number . . . . . .

RECORD OF ADDENDA TO THE TENDER DOCUMENTS

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

Attach additional pages if more space is required.

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

Name .....

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

Tenderer .....

PART C: THE CONTRACT

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

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

C1.4 Occupational Health and Safety Agreement

C1.5 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993

AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

THE APPOINTMENT OF A SERVICE PROVIDER/CONTRACTOR FOR THE PRODUCTION AND INSTALLATION OF SCULPTURES OF 13 CHIEFS AND A CENTRE PIECE AS PART OF THE RESISTANCE LIBERATION AND HERITAGE ROUTE: UNIVERSITY OF LIMPOPO FIG TREE MONUMENT

CONTRACT NO: IDT-LP-DSAC-SCULP 2026/00

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

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

…….....……

…….Rand (in words); R…….....…….(in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

TENDERER:	**WITNESS:**
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Capacity	Capacity
_____	_____
Date	Date

NAME AND ADDRESS OF ORGANISATION:

_____

_____

_____

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the Contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, which includes this Agreement
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information
Part C5	Tender Drawings

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

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

The Tenderer shall within fourteen days of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Principal Agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

EMPLOYER:	**WITNESS:**
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Capacity	Capacity
_____	_____
Date	Date

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT 114

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT 114

C1.2.1.2.1 GENERAL 114

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

This contract will be administered through **JBCC 4.1 of 2005** copies of these conditions of contract may be obtained through most regional offices of the association of quantity Surveyors.

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the JBCC 4.1 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered “SCC” followed in each case by the number of the applicable clause or sub clause in the JBCC 4.1, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the JBCC 4.1, and an appropriate heading.

C1.2.2: CONTRACT DATA (Applicable to this contract)

PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

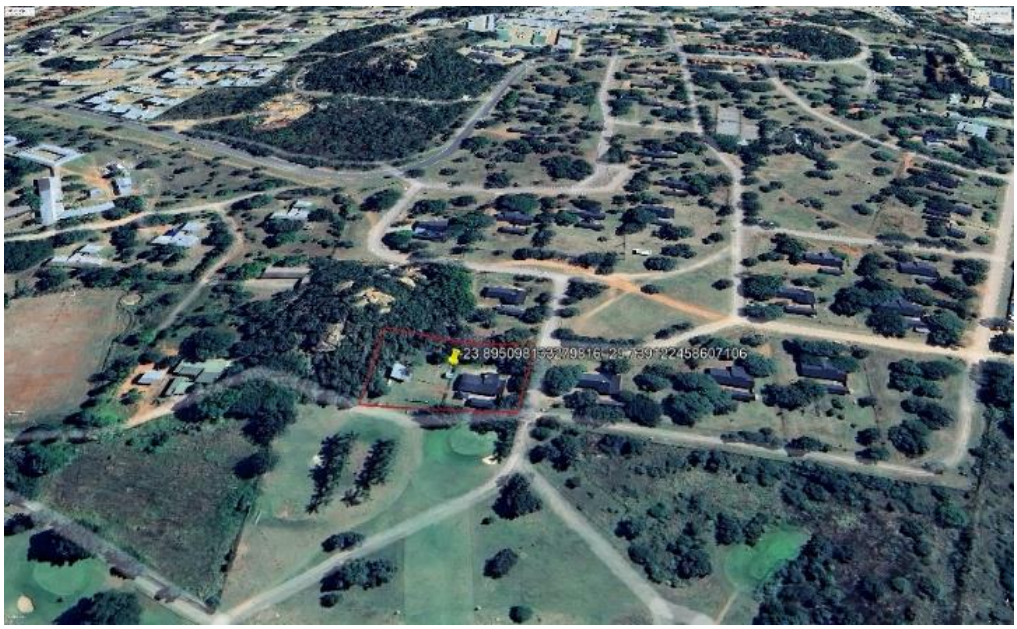
Clause	Data
1.1.1.12	The contract to be used is **JBCC 4.1 May 2005**
1.1.1.13	The Defects Liability period is **90 days**.
1.1.1.14	The time for achieving Practical Completion is **6 months** from the Commencement Date.
1.1.1.15	The name of the Employer is **Independent Development Trust**
1.1.1.26	The pricing strategy is as per the Bills of Quantities
1.2.1.2	The address of the Employer is: Absa Building 76E Schoeman Street Polokwane 0699 Contact person: **Mr Matshipa Mohale** Telephone: 015 295 0000 Facsimile: e-mail: Matshipam@idt.org.za
3.2.3	The Principal Agent is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price.
	Where the Employer **is not** required to apply for a permit to do construction work in terms of Construction Regulation 3(1), the following documentation is to be submitted within 14 days from the Commencement Date: The documents required before commencing to carry out the Works: • Health and Safety Plan • Initial Programme and Cash flow • Security • Insurance • Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the JBCC 4.1
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Work and Site Information as well as appointed direct contractors.
5.8.1	The non-working days are Sundays. The special non-working days are the construction industry year end break, all foreseeable statutory election days as declared by National Government, and the following statutory public holidays as declared by National Government:

	New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill. The construction industry year end break commences on the first working day after 15 December and ends on the first working day after 5 January of the following year.
5.13.1	The penalty for failing to complete the Works at the Due Completion Date is The penalty for failing to complete the Works is 0,05% of the Contract Sum per day. The Contractor is to note that delay penalties, in addition to monies still owed to the Contractor (including retention monies) and the Guarantee, shall effectively be used to address additional costs incurred by the Employer, such as the Engineer's construction monitoring fees and other service providers' fees and wayleave extension costs, as a result of the Works not being completed at the Due Completion Date.
5.16.3	The latent defect period is **Five (5) years**.
6.2.1	The security to be provided by the Contractor shall be a Performance Guarantee of 10% of the Contract Sum and 10% Retention up to a limit of 5% of the Contract Sum. The Performance Guarantee is to be worded as per the document included in C1.3.
6.5.1.2.3	The percentage allowance to cover overhead charges and profit shall not exceed 10%.
6.8.2	Contract Price Escalation is not applicable to this Contract, unless any extension of time is granted to the Contractor from time to time that extends the contract period beyond one year.
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention on the amounts due to the Contractor is 10%. The limit on retention is 10% of the Contract Price.
8.6.1	The Contractor shall provide the insurances required in terms of clauses 8.6.1.1, 8.6.1.2 and 8.6.1.3 of the General Conditions of Contract.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 20% of the Contract Sum.
8.6.1.2	Special Risks Insurance issued by SASRIA is required
8.6.1.3	The Contractor is to indemnify the Employer against any liability in respect of damage to, or physical loss of the property of any person, or injury to or death of any person due to non-compliance with the Occupational Health and Safety Act (Act 85 of 1993) 2003."
8.6.1.5	The Contractor is to provide all additional insurances including for, but not limited to, his own employees, vehicles and equipment and plant not incorporated into the Works.
10.4.1	Dispute resolution is to first take place by means of an amicable settlement. The venue of all dispute resolution/determination shall be the IDT (IDT)'s offices in Nelspruit.
10.4.2	If amicable settlement is unsuccessful, the dispute shall be resolved by adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one (1).

INDEPENDENT DEVELOPMENT TRUST

THE APPOINTMENT OF A SERVICE PROVIDER/CONTRACTOR FOR THE PRODUCTION AND INSTALLATION OF SCULPTURES OF 13 CHIEFS AND A CENTRE PIECE AS PART OF THE RESISTANCE LIBERATION AND HERITAGE ROUTE: UNIVERSITY OF LIMPOPO FIG TREE MONUMENT

C4.1: Locality Plan



Project Location

The proposed site is found inside the University of Limpopo near the existing golf course. The University is about 31 km east - northeast of Polokwane city on the R71,

Coordinates: -23.89495835135683. 29.739192196040115

C.1.2 CONTRACT DATA

PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the **JBCC 4.1 Contract of 2005**

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

Clause	**Data**
1.1.1.9	The name of the Contractor is: ……..
1.2.1.2	The address and contact details of the Contractor are: Address (physical): . . . . . . Address (postal): . . . . . . Contact person: . . . . . . Telephone: . . . . . Facsimile: . . . . . . e-mail: . . . .

PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address: .....

"Employer" means: .....

"Contractor" means: .....

"Engineer" means: .....

"Works" means: .....

"Site" means: .....

"Contract" means: The Agreement made in terms of Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R.....

Amount in words: .....

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words: .....

"Expiry Date" means: Date of issue of certificate of completion.....

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. The Guarantor hereby acknowledges that:

3.1 any reference in this Performance Guarantee to the Contract 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 suretyship;

3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of documents identified in 4.1 to 4.3:

4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 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) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to 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 Performance Guarantee, such demand stating that:

5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

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

7. Where the Guarantor has made payment in terms of 5, 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 this Performance Guarantee have been expanded and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance 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.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, 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.

13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

14. Where this Performance 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).....

Capacity.....

Guarantor's signatory (2).....
.

Capacity.....

Witness signatory (1).....

Witness signatory (2).....

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

THIS AGREEMENT between IDT (IDT) (hereinafter called "the Employer") on 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 ……

WHEREAS the Employer is desirous that certain works be constructed, being contract:

Contract No: IDT-LP-DSAC-SCULP 2026/00

THE APPOINTMENT OF A SERVICE PROVIDER/CONTRACTOR FOR THE PRODUCTION AND INSTALLATION OF SCULPTURES OF 13 CHIEFS AND A CENTRE PIECE AS PART OF THE RESISTANCE LIBERATION AND HERITAGE ROUTE: UNIVERSITY OF LIMPOPO FIG TREE MONUMENT

and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Contractor shall execute the work in accordance with the contract documents pertaining to this contract.

2. This Agreement shall hold good for the duration of construction, commencing from the handover of the site up to the end of the defects liability period.

3. Should the contract be terminated for any reason, this agreement shall lapse upon the date of termination.

4. The Contractor declares himself to be conversant with the following:

   (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "the Act", together with its amendments thereto.

   (b) All the requirements of the Construction Regulations hereinafter referred to as the "Regulations", together with any amendments thereto.

   (c) The Health and Safety Specification of the Employer as pertaining to the Contractor and to all his subcontractors.

5. In addition to the requirements of the contract, the Contractor agrees to execute all the works forming part of this contract and to operate and utilise all machinery, plant and equipment in accordance with the Act and the Regulations.

6. The Contractor is responsible for the compliance with the Act and the Regulations by all his subcontractors, whether or not selected or nominated and/or approved by the Employer.

7. The Contractor warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

8. The Contractor undertakes to ensure that he and/or his subcontractors and/or their respective employees will at all times comply with the following conditions:

   (a) The Contractor undertakes to comply with all provisions of the Act and its Regulations.
   (b) The Contractor will be obliged to report to the Employer on a regular basis regarding compliance by the Contractor with the Act and its Regulations.
   (c) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
   (d) The Employer hereby records an interest in the issue of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Contractor and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

……..
for and on behalf of the Contractor who warrants to be duly authorised to do so

Name: ……

Designation: ……

As witnesses:

1. ……..……

……
for and on behalf of the Employer who warrants to be duly authorised to do so

Name: ……..

Designation: ……..

As witnesses:

2. ……..

C1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

THIS AGREEMENT is made between the IDT represented by the …… (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 Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT No. IDT-LP-DSAC-SCULP 2026/00

THE APPOINTMENT OF A SERVICE PROVIDER/CONTRACTOR FOR THE PRODUCTION AND INSTALLATION OF SCULPTURES OF 13 CHIEFS AND A CENTRE PIECE AS PART OF THE RESISTANCE LIBERATION AND HERITAGE ROUTE: UNIVERSITY OF LIMPOPO FIG TREE MONUMENT

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

NOW THEREFORE the parties agree as follows:

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

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate

site or premises occupied by the CONTRACTOR, or to take such steps it 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: .....

WITNESS: .....

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

the ……... day of ……..…… 20……

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESS: .....

PART C2:
PRICING DATA

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. The contract is priced on a rates only basis the final quantities are to be demined upon inception of the contract signed by the Employer and the Principal agent. Some items may not be used at all during the execution of the contract.

2. The Conditions of Contract, the Contract Data, the Specifications (including the SABS 1200 and Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities. The agreement is based on the JBCC 4.1,

3. The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

   Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Measurement and Payment clause of each Standardised Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

4. Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardised and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The measuring system used for the preparation of the **bills of quantities** is the Standard System of Measuring Building Work (sixth edition, revised 1999) published by the Association of South African Quantity Surveyors.

5. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.

6. The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

7. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

   The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

   The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

8. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment. The **Ordering of materials** is not to be based on the Bill of Quantities, but only on information issued for construction purposes.

9. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

   - Unit: The unit of measurement for each item of work as defined in the Standardised, Project or Particular Specifications
   - Quantity: The number of units of work for each item
   - Rate: The payment per unit of work at which the Tenderer tenders to do the work
   - Amount: The quantity of an item multiplied by the tendered rate of the (same) item
   - Sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

10. The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:
    - mm = millimetre
    - m = metre
    - km = kilometre
    - km-pass = kilometre-pass
    - m^2 = square metre
    - m^2-pass = square metre-pass
    - ha = hectare
    - m^3 = cubic metre
    - m^3-km = cubic metre-kilometre
    - kW = kilowatt
    - kN = kilonewton
    - kg = kilogram
    - t = ton (1 000 kg)
    - % = per cent
    - MN = meganewton
    - MN-m = meganewton-metre
    - PC Sum = Prime Cost Sum
    - Prov Sum = Provisional Sum

11. Occupational Health and Safety Act and Construction Regulations

    A payment item in the schedule of Quantities / Bill of Quantities must allow the tenderers to price for compliance with OHSA and the Construction Regulations. This payment item, must include for the erection of Visitors Indemnity Signs and for ensuring that visitors receive instructions and sign an indemnity declaration.

C2.2 BILL OF QUANTITIES **(PROVISIONAL)**

Bill of Quantities should be filled in and completed in it's entirely to constitute a valid tender

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(See Attachments)

INSERT BOQ BELOW

Part C1: Agreement and Contract Data

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

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011- 4860684; 053-8312003;).

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

SCOPE OF WORK

As per the attached Bill of Quantities (BOQ).

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 CORE OBJECTIVES

i. The Employer's objectives are to deliver the social public infrastructure using labor-intensive methods. Labor-intensive works comprise the activities described in SANS 1921-5 Earthworks activities which are to be performed by hand/Labor-Intensive Specifications and its associated specifications data. Such works shall be constructed by local workers who are temporarily employed in terms of this scope of works.

ii. Bidders must note that certain works under this contract may only be constructed using Labour–based construction methods and must limit the utilization of their permanently employed personnel to Key Personnel and other personnel must be recruited locally. With the understanding that laborers will be sourced from the area in which the project is executed.

iii. It is the intention of IDT to evaluate and award this bid to more than one bidder per CIDB Category.

iv. Bidders MUST bid in the CIDB category for which they qualify and must submit the whole original bid document as issued by IDT. Bidders have the option to bid in ONE additional category below their CIDB grading. IDT reserves the right to consider bidders for appointment in a category below their CIDB grading. Failure to meet this requirement for no more than 2 (two) bid pricings will result in the bidder being considered only in the category for which they qualify in terms of the CIDB grading and bid conditions.

C3.1.4 LOCATION OF THE WORKS

Cluster No.	DISTRICT	PROJECT NAME
	CAPRICORN	UL FIG TREE

C3.1.5 TEMPORARY WORKS

Not applicable

C3.2 ENGINEERING

C3.2.1 DESIGN

(a) The Employer is responsible for the design of the permanent Works as reflected in the Contract documents unless otherwise stated.

(b) The Contractor shall supply all details necessary to assist the Architect and Engineers in the compilation of the as-built drawings.

C3.2.2 CORE DESIGN

The design is complete and is indicated on the drawings.

C3.2.3 CONTRACTOR'S DESIGN

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

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

C3.2.4 DRAWINGS

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

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

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

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

C3.2.5 DESIGN PROCEDURES

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

- The Contractor will be required recording and keeping track of documents submitted for approvals where required

SEE DRAWINGS BELOW

3D PERSPECTIVE 1

3D PERSPECTIVE 4

3D PERSPECTIVE 6

C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 Requirements

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

C3.3.1.2 Resource standard pertaining to targeted procurement

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

C3.3.2 SUBCONTRACTING

C3.3.2.1 Scope of mandatory subcontract works.

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

C3.3.2.2 Preferred subcontractors/suppliers.

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

C3.3.2.3 Subcontracting procedures.

N/A

C3.3.2.4 Attendance on subcontractors

N/A

C3.4 CONSTRUCTION

C3.4.1 WORKS SPECIFICATIONS

C3.4.1.1 Applicable SABS 1200 Standardized Specifications

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

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

C3.4.1.2 Particular Specifications

The Contractor is referred to the specifications on drawings and in the Bills of Quantities

for the Particular Specifications for work not covered by the Model Preambles for Trades (1999 edition) published by the Association of South African Quantity Surveyors

C3.4.1.3 National and International Standards

Contractors are **r**eferred to the Bills of Quantities for national and international standards where applicable.

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

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

C3.4.2 SITE ESTABLISHMENT

C3.4.2.1 Services and facilities provided by the Employer.

(a) Water source

A reticulated potable water supply is available in the vicinity Should the Contractor, in complying with his obligations in terms of sub-clause C3.4.2.2(a): Water, wish to utilise such water supply, he shall himself be responsible for making his own arrangements with the responsible water supply authority for the supply of all water that he may require from such reticulation network for construction purposes as well as for domestic consumption.

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

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

(b) Electricity supply

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

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

(c) Excrement disposal

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

connections he may require to the available services.

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

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

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

(d) Area for contractor's site establishment

A specific area in close proximity to or on the Site of the Works will be made available by the Employer to the Contractor for the Contractor's site establishment. The specific area for the Contractor's site establishment will be identified to the Contractor by the Principal Agent and the Contractor shall have sole use of such area, free of charge, for the duration of the Contract. The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

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

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

(e) Rail facilities

Not Applicable

C3.4.2.2 <u>Facilities provided by the Contractor</u>

(a) Facilities for the Principal Agent

(i) Office accommodation

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

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

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

Temporary Accommodation

(ii Not required.

(iii) Site meeting venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of **Ten** (10) persons at site meetings. The Principal Agent shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

(iv) Contract name boards

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

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

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

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

v) Survey equipment and assistants

<u>Survey equipment</u>

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

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

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

(vi) Telephone facilities

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

(vii) Computer facilities

Not required

(b) Water

The Contractor shall, at his own expense, be responsible for obtaining and providing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessaries for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

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

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

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

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

(c) Electricity

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

The distribution of electricity shall be carried out by the Contractor strictly in accordance

with the applicable laws and regulations.

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

(d) Excrement disposal

Disposal on site not allowed

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

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

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

C3.4.2.3 <u>Site usage</u>

Not required

C3.4.2.4 <u>Permits and way-leaves</u>

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

C3.4.2.5 <u>Features requiring special attention</u>

(a) Site maintenance

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

(b) Fencing

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

(c) Subcontractors

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

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

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

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

Not required/permitted

(e) Access to properties

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

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

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

(e) Existing residential areas

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

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

Not applicable

(h) Employment of local labour

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

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by

the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Principal Agent, which approval shall not be unreasonably withheld.

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

The contractor must provide monthly statistics to the IDT indicating the number of new jobs created through this contract. This statistic must be provided with each monthly payment certificate using BRF Forms and other prescribed format, which will be provided by the Project Manager of this project to the successful bidder. Failure to provide the required statistics IDT may withhold payment.

(j) Monthly statements and payment certificates

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

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

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

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

(k)Construction in restricted areas

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

(li) Notices, signs and barricades

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

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

(m) Workmanship and quality control

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

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

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

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

C3.4.2.6 <u>Extension of time due to abnormal rainfall</u>

Extension of time due to inclement weather will be in accordance with clause 29 of the JBCC Series Edition 4.1 Principal Building Agreement.

3.4.4

C3.4.4.1<u>CONSTRUCTION EQUIPMENT</u> <u>Requirements for equipment</u>

Will be in accordance with the principals of the JBCC 4.1 Principal Building Agreement.

C 3.4.5 EXISTING SERVICES

C.3.4.5.1 KNOWN SERVICES

C3.4.5.2 <u>Treatment of existing services</u>

The principals of the JBCC 4.1 Principal Building Agreement will apply.

C3.4.5.3 <u>Use of detection equipment for the location of underground services</u>

The principals of the JBCC 4.1 Principal Building Agreement will apply.

C3.4.5.4 Damage to services

The principals of the JBCC 4.1 principal Building Agreement will apply.

C3.4.5.5 Reinstatement of services and structures damaged during construction

The principals of the JBCC 4.1 Principal Building Agreement will apply.

C3.5 MANAGEMENT OF THE WORKS

The principals of the JBCC 4.1 Principal Building Agreement will apply.

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

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

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

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

C3.6.2 STRUCTURE AND ORGANISATION OF OH&S RESPONSIBILITIES

Overall Supervision and Responsibility for OH&S

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

Ladders Inspector (General Safety Regulation 13A)

Lifting Equipment Inspector

C3.6.3 COMMUNICATION AND LIAISON

OH&S liaison between the Client, the Principal Contractor, the other Contractors, the Principal Agent and other concerned parties will be through the OH&S Committee as in **3.6.11**

In addition to the above, communication may be directly to the Client or his appointed Principal Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S Committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the

Principal Agent, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.
The Principal Contractor must, in terms of Construction Regulation 5 (7), keep a health and safety file on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. The following documents must be kept in the OH&S file:

Notification of Construction Work (Construction Regulation 3).

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

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

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

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

 Designs/drawings (Construction Regulation 5 (8))

C3.6.4 OH&S FILE

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

Notification of Construction Work (Construction Regulation 3).
Copy of OH&S Act (updated) (General Administrative Regulation 4).
Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g)).
Copy of health and safety plan (construction regulation 5 (1).
OH&S Programme agreed with Client including the underpinning Risk Assessment and Method Statements (Construction regulation 5 (1)).
Designs/drawings (Construction Regulation 5 (8))
A list of Contractors (Subcontractors) including copies of the agreements between the parties and the type of work being done by each contractor (Construction Regulation 9).
Appointment / Designation forms as per 3.1.1. and 3.1.2. above.
Registers as follows:

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

- Inspection of Ladders
- Inspection of Vessels under Pressure
- Machinery Inspections
- Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections

C3.6.5 OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEW OF OH&S PERFORMANCE.

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

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

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

C3.6.7 ARRANGEMENTS FOR MONITORING AND REVIEW

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

Other Audits and Inspections by Client
The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary**.**

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

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

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

where:

A major incident occurred

The health or safety of any person was endangered

Where a dangerous substance was spilled

The uncontrolled release of any substance under pressure took place

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

Machinery ran out of control to the Provincial Director of the Department of Labour within seven

days. (Section 24 of the Act & General Administrative Regulation 8).

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

The Principal Contractor is required to provide the Client with copies of all internal and external accident/incident investigation reports including the reports contemplated in 3.6.10. below. Review

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

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

C3.6.8 SITE RULES AND OTHER RESTRICTIONS

Site OH&S Rules

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

Security and Emergency Arrangements

The Principal Contractor must establish site access rules and implement and

C3.6.10 <u>ACCIDENT AND INCIDENT INVESTIGATION</u>

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

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

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

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

C3.6.11 <u>OH&S REPRESENTATIVES AND COMMITTEES</u>

a. Designation of OH&S Representatives

Where the Principal Contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S Representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S Representative are executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6 & 7).

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

b) Duties and Functions of the OH&S Representatives

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

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

c) Appointment of OH&S Committee

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

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

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

C3.6.12 <u>PROJECT / SITE SPECIFIC REQUIREMENTS</u>

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

- Clearing & Grubbing of the Area/Site
  *Site Establishment
- Dealing with existing structures (NB: an existing pipeline is also a structure.) *Location of existing services
- Installation and maintenance of temporary construction electrical supply, lighting, and equipment

- Adjacent land uses/surrounding property exposures
- Boundary and access control/Public Liability Exposures (NB: The Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- Health risks arising from neighboring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet & cold conditions
- Dealing with HIV/Aids and other diseases

Use of Portable Electrical Equipment including but not limited to

Angle grinder

-Electrical drilling machine

Skill saw

Excavations including

- Ground/soil conditions
- Trenching
- Shoring
- Drainage of trench

Welding including

- Arc Welding
- Gas welding
- Flame cutting
- Use of LP gas torches and appliances
- Loading & offloading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving & operation of construction vehicles and mobile plant
- Trenching machine
- Excavator
- Bomag roller
- Plate compactor
- Front end loader
- Mobile cranes and the ancillary lifting tackle
- Parking of vehicles & mobile plant
- Towing of vehicles & mobile plant
- Use and storage of flammable liquids and other hazardous substances.
- Layering and bedding of trench floor
- Installation of pipes in trench
- Pressure testing of pipeline

- Installing heat shrink joint sleeves.
- Backfilling of trench
- Protection against flooding
- Use of explosives
- Protection from overhead power lines
- As discovered by the Principal Contractor's hazard identification exercise
- As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- As discovered from any accident/incident investigation

C3.6.13 PROTECTION OF THE PUBLIC

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

C3.6.14 BARRICADES AND LIGHTING

Refer C3.6.2 above.

C3.6.15 TRAFFIC CONTROL ON ROADS

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

C3.6.16 MEASURES AGAINST DISEASE AND EPIDEMICS

The Contractor must comply with all local legislation.

C3.6.17 AIDS AWARENESS

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

Subcontracting

3.2.1 Scope of mandatory subcontract work As per the mandatory sub-contracting clause, the Contractor must not sub-contract more than 5%.

3.2.2 Preferred subcontractors / suppliers

3.2.3 Subcontracting procedures See items 3.2.1 and 3.2.2 as well as BID data.

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

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

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

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

The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.
The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.
5.4 Forms for contract administration

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

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

AUTHORITY TO SIGN A BID

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

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

Mr/Mrs/Ms……

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

(Name of Company) …….....

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

SIGNED ON BEHALF OF COMPANY: ……..

.....
(PRINT NAME)

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

WITNESSES: 1.....

2.....

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

.....

SIGNATURE…… **DATE**……

C. PARTNERSHIP

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

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

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

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

C. PARTNERSHIP

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

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

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

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

D. CLOSE CORPORATION

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

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

……. Mr/Mrs/Ms....., whose signature

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

(Name of Close Corporation) …….....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION : ……

……..
(PRINT NAME)

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

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1.....

2.....

E. CO-OPERATIVE

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

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

at.....

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

.....……

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

IN HIS/HER CAPACITY AS: .....……