



INDEPENDENT DEVELOPMENT TRUST

PROCUREMENT OF A DESIGN AND BUILD CONTRACTOR FOR THE STRUCTURAL REPAIRS AND ALTERATIONS AT THE INDEPENDENT DEVELOPMENT TRUST (IDT) NATIONAL OFFICE BUILDING, PRETORIA

BID DOCUMENT BID No: IDT/FAC/01/022026

BIDDER'S INFORMATION

(Must be completed by Bidder)

Company Name	
Contact Person	
Cell / Tel Number	
E-mail Address	
CSD Number	
CIDB Registration Number	
CIDB Grade	

11th February 2026

PREPARED FOR:

Independent Development Trust National Office

Glenwood Office Park
Cnr. Oberon & Sprite Streets
Faerie Glen 0043
Pretoria
Block B

CLOSING DATE AND TIME: 04th March 2026, 12H00

Email: HOREPAIRS@IDT.ORG.ZA;

Total of the prices inclusive of value added tax: R _____

Amount in words inclusive of value added tax: _____

Bid Document to Procure Contractor. This document contains the Term of Reference, the Bid Data, the Returnable Documents, the Special Condition of Bid and the Contract Data.

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Part T1: BIDDING PROCEDURES



T1.1 Tender Notice and Invitation to Submit Proposals

Independent Development Trust hereby calls for a design and build contractor to submit proposals for **the structural repairs and alterations at the Independent Development Trust (IDT) national office building, Pretoria**

Only bidders with CIDB Grade 4 GB or Higher will be eligible for this bid.

Proposals will be adjudicated in terms of the Mandatory Requirements, Functionality and Pricing Specific Goals as follows:

The evaluation of the proposals will be carried out in three phases.

1. PHASE ONE

1.1. MANDATORY ADMINISTRATIVE REQUIREMENTS/ DOCUMENTATION

- 1.1.1.Submission of fully completed and signed Invitation to Bid (SBD 1).
- 1.1.2.Submission of fully completed and signed Bidder's Disclosure (SBD 4).
- 1.1.3.Submission of fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1).
- 1.1.4.Submission of certified ID Copies of Company Directors.

1.2. MANDATORY COMPULSORY REQUIREMENTS/ DOCUMENTATION

Only Tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

(Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration. Use of correction fluid is prohibited.) Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed, and signed in black ink, (All as per Standard Conditions of Tender and as per the specific condition of this tender document)

- 1.2.1.Authority to Sign a Bid Document.
- 1.2.2.Proof of CIDB grading designation as Grade 4 GB or Higher. (IDT will verify whether the Bidders have an active and valid CIDB registration as required)
- 1.2.3.The Turnkey is to consist of the following professionals who are duly registered with the relevant statutory body for the provision of the following professional services:
 - 1.2.3.1 ECSA as a Pr. Engineer / Pr. Engineering Technologist, Civil and Structural
 - 1.2.3.2 SACPCMP as a Pr. CPM
 - 1.2.3.3 SACPCMP as a Pr. CHSA
 - 1.2.3.4 SACQSP as a Pr. QS
 - 1.2.3.5 Electronics Installer-Registered with PSIRA.

Documents to be submitted for Professionals

- Certified copies of qualifications, a detailed CV reflecting relevant experience, and proof of valid professional registration for the designated profession.
- 1.2.4.Proof of contractors Copy of Registration of Incorporation or Company Registration Documents (CIPC).
 - 1.2.5.Bidders to be registered on CSD.
 - 1.2.6.Valid COIDA or RAM / FEM or Letter of good standing with the Department of Labour.
 - 1.2.7.Valid proof of Professional Indemnity Insurance cover for minimum of R5,000,000.00 for each professional discipline. (NB: adequacy or inadequacy of such an insurance will only be re-looked prior to appointment of a successful service provider and upon conclusion of specific risk



- assessment.). The PI should be from licensed Financial Service Providers (FSP). Letter of intention from licensed FSP will not be accepted.
- 1.2.8. Valid Tax Compliance Letter with a unique pin, the letter must be valid on the closing date of the bid.
 - 1.2.9. 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.
 - 1.2.10. Provide contract agreements or letter of intent with designated professionals. In the event one of the appointed professional is no longer available to work the project the contractor should replace the person with an equally qualified professional .
 - 1.2.11. Record / Acknowledgement of Addenda to the tender document (if applicable).
 - 1.2.12. Fully priced and completed Activity Schedule (in INK).
 - 1.2.13. Fully Completed Form of Offer, fully signed and witnessed.
 - 1.2.14. Attendance of compulsory tender briefing meeting and signing of the attendance register.

Failure to submit any of the above documents / requirements shall result in disqualification of the bid.

1. If any of the Directors are in the Employment of the State shall result in disqualification of the bid.
2. If any of its Directors are listed on the Register of Defaulters shall result in disqualification of the bid.
3. In the case of a Bidder, who during the last ten (10) years has been Terminated on Previous Contracts with the IDT shall result in disqualification of the bid.

2. PHASE TWO: FUNCTIONALITY

Variables	Total Points	Criteria	Description Of Criteria	Points
<u>Functionality Points</u>	100			
Financial Capability	15	Submission	Points allocated for a Bank Credit Rating letter (A-C)	15
		Non- submission	Bank Credit Rating Letter of A or B (R3m and above)	10
			Bank Credit Rating Letter of C (R 3m and above) Non submission NB: Letters below the R3 Million as required ,will result in zero points allocated	0
Proof of Building Construction experience	20	5 Completed Projects	Points allocated for proven records of accomplishment based on the similar scale of previous projects executed by Bidder. The projects should be listed on the Relevant Experience - Returnable schedule T2.B3.3 of the bid document.	20
		4 Completed Projects		15
		3 Completed Projects	Five completed projects must be submitted for maximum points. NB: For points to be allocated, this must be accompanied by both the letter of award and the practical, works or final completion certificate. Failure to submit one or both documents will result in zero points being allocated.	10
		4 Completed Project		5
		1 Completed Project		0
Experience & competencies of key staff	50		1. Civil and Structural Engineer 10 Only a registered person as Electrical Engineer with active registration with ECSA as Pr. Engineering Technologist or Pr. Engineer will be considered.	10
				05
			Points allocated based on the relevant experience: Years of Experience Point Allocation 5 years or more =10 point 3 -4 years=5 point Less than 2 years=0 point	0

			Bidders must get a minimum of 5 points per professional, failure to do so will result in Disqualification	
			2. Construction Project Manager 10	10
			Only a registered person as Construction Project Manager with active registration with SACPCMP will be considered.	05
			Points allocated based on the relevant experience: Years of Experience Point Allocation 5 years or more =10 point 3 -4 years=5 point Less than 2 years=0 point Bidders must get a minimum of 5 points per professional, failure to do so will result in Disqualification	0
			3. Health and Safety Agent 10	10
			Only Professionally registered Health and Safety Agent with SACPCMP (Pr. CHSA)	05
			Points allocated based on the relevant experience: Years of Experience Point Allocation 5 years or more =10 point 3 -4 years=5 point Less than 2 years=0 point Bidders must get a minimum of 5 points per professional, failure to do so will result in Disqualification	0
			4. Quantity Surveyor 10	10
			Only Professionally registered Quantity Surveyor with SACQSP (Pr. QS) will be considered.	05
			Points allocated based on the relevant experience: Years of Experience Point Allocation 5 years or more =10 point 3 -4 years=5 point Less than 2 years=0 point Bidders must get a minimum of 5 points per	0

			professional, failure to do so will result in Disqualification	
			5. Electronic Security Access Control Installer Registered with PSIRA (10)	10
			Points allocated based on the relevant experience:	05
			Years of Experience Point Allocation 5 years or more =10 point 3 -4 years=5 point Less than 2 years=0 point	0
			<i>Bidders must get a minimum of 5 points per professional, failure to do so will result in Disqualification.</i>	
			<i>NB: For professional members of the turnkey team, experience will be counted post professional registration.</i>	
Client References	10	5 Completed Projects	Points allocated for previous client references and submission in relation to nature of work for the projects. The projects must be listed on the Relevant Experience – Returnable Schedule T2.B3.3 of the bid document.	10
		4 Completed Projects		8
		3 Completed Projects	The client reference form is under the Evaluation Schedule T2.B3.3.1 of the Bid Document.	6
		2 Completed Projects	NB: For points to be allocated, this must be accompanied by BOTH the letter of award and the practical, works or final completion certificate. Failure to submit one or both documents will result in zero points being allocated.	4
		1 Completed Project		2
		Non- submission		0
Locality within Gauteng Province	5	Submission	Points will be allocated for providing a copy of the following documents confirming that the business is Gauteng based: Title deed, municipal bill or lease agreement.	5
		Non-Submission		0

Notes:

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

The functionality will be scored using the following values:

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

- 15 points – Financial Capability
- 20 points – Proof of Building Construction experience
- 50 points – Qualifications & competencies of key staff
- 10 points – Client References
- 5 points – Locality within the Gauteng Province

3. PHASE THREE: PRICING AND SPECIFIC GOALS

Only competent tenders who have reached or exceeded the minimum functionality threshold of 70% (70 points) will be evaluated on an 80/20 (Price / Specific Goals) points basis in terms of the Preferential Procurement Policy Framework Act of 2000, Preferential Procurement Regulation 2022.

In order to claim and be awarded points bidders must submit an original or an original certified copy of the following source documents to be submitted with the Bid:

- CIPC Document (Company Registration Document will be required for verification (CIPC DOC))
- Woman (Originally Certified ID Document)
- Youth (Originally Certified ID Document)
- People with Disability (Letter from the Dr. Confirming the Disability)
- Black Ownership (Originally Certified ID Document and CSD)

In cases of a Joint Venture, both JV partners must submit the abovementioned source documents to claim and be awarded points.

The point related to the IDT Specific Goals will be allocated proportionally as per table below:

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

STAGE OF AWARD

The following returnable documents shall be submitted together with the tender documents. Validity of this documentation will be verified at the time of award.

1. Proof of Central Supplier Database (CSD) registration
2. Valid Tax Compliance Letter with a unique pin



COMPULSORY TENDER BRIEFING

A compulsory briefing meeting and site inspection will take place at the IDT Head Office, Glenwood Office Park, Cnr. Oberon & Sprite Streets, Faerie Glen, Pretoria, on **19 February 2026 at 10h00**.

Tenderers must sign a compulsory attendance register in the name of the tendering entity. Attendance by key personnel forming part of the project team is compulsory. Addenda and additional documents, if any, will be issued only to tenderers appearing on the attendance register.

BIDDERS QUERIES

Any queries shall be directed in writing to the IDT during office hours (08h30 – 17h00) weekdays and shall be addressed to the contact person/s in the addresses indicated below;

SCM ENQUIRIES:

Name: Ms. Yonela Bobani

Email: HOREPAIRS@IDT.ORG.ZA;

TECHNICAL ENQUIRIES:

Name: Mr. Thamsanqa Vilakazi

Email: HOREPAIRS@IDT.ORG.ZA;

CLOSING TIME

The closing time for receipt of tenders is 12:00 Noon on 04TH March 2026. Tenders shall be submitted at:

The IDT Head Office Tender Box"

The Physical Address delivery of Tender documents is:

IDT Head Office,
Glenwood Office Park, Cnr.
Oberon & Sprite Streets,
Faerie Glen,
Pretoria
0043

Bidders should fill out the tender register at a time and date the tender is dropped off in the IDT tender box.

Disclaimer

- Telegraphic, telephonic, facsimile, email and late tenders will not be accepted.
- Requirements for submission, sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.
- The IDT reserve the right not to appoint the lowest bid financial proposal, based on the outcome of the tender risk assessment.

CONTACT DETAILS

All bidders must furnish the following particulars and include it in their submission

Name of bidder:

.....

Trading Name

.....

VAT registration number

.....

Tax Clearance Certificate
submitted

YES / NO

Postal address:

.....

Street address:

.....

Contact Person

Telephone number:

Code

Number

Cellular number:

Facsimile number:

Code

Number

e-Mail address:

.....



T1.2 BID DATA

T1.2.1 BACKGROUND

IDT is a Schedule 2 Public Entity governed by the PFMA and other applicable legislative frameworks as well as its Deed of Trust. The organisation is accountable to Parliament through the Minister of Public Works and Infrastructure who is the Executive Authority.

The mandate of the IDT is to support and add value to the development agenda of government as indicated in the mission statement; ("The IDT, together with strategic partners, will enable poor communities to access resources, recognize and unlock their own potential and continuously improve their quality of life"). In pursuit of this mandate, the IDT primarily operates as a strategic partner in the management, integration and implementation of certain government development programmes.

The IDT has representation in all provinces and is organised on the basis of regional offices. These offices have the authority to go out on bid for goods and services, do an evaluation of proposals received and make recommendations to the national office (in Tshwane) for final approval and appointment.

The IDT is required to continually ensure compliance with the Occupational Health and Safety as per the Section 8 (1) of the Occupational Health and Safety Act, Act, 1993 (Act no. 85 of 1993), as amended, the employer is required to provide as far as reasonably practicable, a working environment that is safe and without risk to the health of its employees.

In light with the above, the organisation conducted occupancy and risk assessment to evaluate the condition, safety, and compliance of Head office building in accordance with the OHS act (no.85 of 1993) and related standards. The assessment identified several areas requiring repair and maintenance including structural, electrical etc. These deficiencies pose potential health and safety and operational risks to employees and visitors if not addressed timeously.

In response, the organisation seeks to appoint a qualified building contractor to carry out the recommended repair works to ensure the building's compliance, functionality and safety in line with applicable legislation.

Bid Data (including special conditions of Bid)

The conditions of bid are the Standard Conditions of Bid as contained in the CIDB Standard for Uniformity in Construction Procurement (August 2019). This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Construction Industry Development Board Act 38 of 2000 read with Regulation 24 of the Construction Industry Development Regulations, (as amended) issued in terms of section 33 refer to www.cidb.org.za.

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

Clause number	Bid Data
F.1.1	The employer is Independent Development Trust
F.1.2	The Bid Documents issued by the Employer comprise the following documents : Volume 1 - THE BID <u>Part T1: Bidding procedures</u> T1.1 - Tender notice and invitation to bid T1.2 - Tender data <u>Part T2: Returnable documents</u> T2.1 - List of returnable documents T2.2 - Returnable schedules Volume 2 - THE CONTRACT <u>Part C1: Contracts and Contract data</u> C1.1 - Form of offer and acceptance C1.2 - Bid Contract data C1.3 - Construction Guarantee C1.4 - Adjudicator's Agreement <u>Part C2: Pricing data</u> C2.1 - Pricing instructions C2.2 - Activity Schedule <u>Part C3: Works information / Scope of Works</u> C3.1 - Employers Works information / scope of works <u>Part C4: Project and Site information</u> C4 - Site information
F.1.4	Communication and Employer's Agent/ Project Manager All communication shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a Tenderer.
F.1.4. (a)	The Employer is the Independent Development Trust (IDT) IDT Head Office, Glenwood Office Park, Cnr. Oberon & Sprite Streets, Faerie Glen, Pretoria 0043

Clause number	Bid Data
F1.4. (b)	The Employer's Representative is Name: Mr. Thamsanqa Vilakazi Email: HOREPAIRS@IDT.ORG.ZA
F1.5.1	The employer's right to accept or reject any tender offer The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection.

Clause number	Bid Data
F2	Tenderer's Obligations
F.2.1	Eligibility
	Submit a tender offer only if the Tenderer satisfies the criteria stated hereunder and if the Tenderer, or any of his principals, is not under any restriction to do business with the employer (IDT).
F2.1.1	CIDB Grading
	In order to be considered for an appointment in terms of this tender, the tenderer must be registered with the CIDB, in a contractor grading designation in accordance with the sum tendered for a Grade 4 GB or Higher (General Building) class of construction work, defined by CIDB as follows.
	Contractor Key Personnel
F2.1.2	In order to be considered for an appointment in terms of this tender, the tenderer must provide a turnkey solution (design & build) with a registered, qualified and experienced consulting team including:
	– Construction Project Manager – Civil and Structural Engineer – Quantity Surveyor – Health and Safety Agent – Electronics Installer
	The above key personnel must be under the employment of the Contractor at the close of tender, alternatively, a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to the “Key Personnel” schedule, T2.B3: Returnable Schedules.
	Individuals must be identified for each of the key personnel listed on the “Key Personnel” schedule, Part T2.2: Returnable Schedules.
	Where the key personnel are no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 5 working days replace the key personnel listed on the “Key Personnel” schedule, Part T2.2: Returnable Schedules with a person with equivalent competencies and subject to approval by the employer.
	A suitably qualified and experienced project manager will be the single-point of accountability and responsibility for the management of the construction works, who shall be fully registered with SACPCMP.

F.2.1.3	3.1. MANDATORY ADMINISTRATIVE REQUIREMENTS/ DOCUMENTATION 3.1.1.Submission of fully completed and signed Invitation to Bid (SBD 1). 3.1.2.Submission of fully completed and signed Bidder's Disclosure (SBD 4). 3.1.3.Submission of fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1). 3.1.4.Submission of certified ID Copies of Company Directors. 3.2. MANDATORY COMPULSORY REQUIREMENTS/ DOCUMENTATION Only Tenderers who satisfy the following eligibility criteria are eligible to submit tenders: (Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration. Use of correction fluid is prohibited.) Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed, and signed in black ink, (All as per Standard Conditions of Tender and as per the specific condition of this tender document) 3.2.1.Authority to Sign a Bid Document. 3.2.2.Proof of CIDB grading designation as Grade 4 GB or Higher. (IDT will verify whether the Bidders have an active and valid CIDB registration as required) 3.2.3.The Turnkey is to consist of the following professionals who are duly registered with the relevant statutory body for the provision of the following professional services: 3.2.3.1. ECSA as a Pr. Engineer / Pr. Engineering Technologist, Civil and Structural 3.2.3.2. SACPCMP as a Pr. CPM 3.2.3.3. SACPCMP as a Pr. CHSA 3.2.3.4. SACQSP as a Pr. QS 3.2.3.5. Electronic Installer registered with PSIRA Documents to be submitted for Professionals • Certified copies of qualifications, a detailed CV reflecting relevant experience, and proof of valid professional registration for the designated profession. 3.2.4.Proof of contractors Copy of Registration of Incorporation or Company Registration Documents (CIPC). 3.2.5.Bidders to be registered on CSD. 3.2.6.Valid COIDA or RAM / FEM or Letter of good standing with the Department of Labour. 3.2.7.Valid proof of Professional Indemnity Insurance cover for minimum of R5,000,000.00 for each professional discipline. (NB: adequacy or inadequacy of such an insurance will only be re-looked prior to appointment of a successful service provider and upon conclusion of specific risk assessment.). The PI should be from licensed Financial Service Providers (FSP). Letter of intention from licensed FSP will not be accepted. 3.2.8.Valid Tax Compliance Letter with a unique pin, the letter must be valid on the closing date of the bid. 3.2.9.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. 3.2.10. Provide contract agreements or letter of intent with designated professionals. In the event one of the appointed professional leave the project the contractor should replace the person with an equally qualified professional. 3.2.11. Record / Acknowledgement of Addenda to the tender document (if applicable). 3.2.12. Fully priced and completed Activity Schedule (in INK). 3.2.13. Fully Completed Form of Offer, fully signed and witnessed. 3.2.14. Attendance of compulsory tender briefing meeting and signing of the attendance register.
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Clause number	Bid Data
F.2.7	A compulsory briefing meeting and site inspection will take place at the IDT Head Office, Glenwood Office Park, Cnr. Oberon & Sprite Streets, Faerie Glen, Pretoria, on 19 February 2026 at 10h00. Tenderers must sign a compulsory attendance register in the name of the tendering entity. Attendance by key personnel forming part of the project team is compulsory. Addenda and additional documents, if any, will be issued only to tenderers appearing on the attendance register.
F.2.12	Alternative offers are not applicable.
F.2.13.3	Parts of each bid offer communicated on paper shall be submitted as an original.
F.2.13.5	The employer's details and address for delivery of bid offers and identification details that are to be shown on each bid offer package are:
F.2.15.1	Location of IDT bid box: Reception: Independent Development Trust Head Office "The IDT Head Office Office Tender Box" Physical address: The Physical Address delivery of Tender documents is: IDT Head Office, Glenwood Office Park, Cnr. Oberon & Sprite Streets, Faerie Glen, Pretoria 0043 Bidders should fill out the tender register at a time and date the tender is dropped off in the IDT tender box.
F.2.13.5	Identification details: Bid reference number: BID NO.: IDT/FAC/01/022026 Title of Bid: PROCUREMENT OF A DESIGN AND BUILD CONTRACTOR FOR THE STRUCTURAL REPAIRS AND ALTERATIONS AT THE INDEPENDENT DEVELOPMENT TRUST (IDT) NATIONAL OFFICE BUILDING, PRETORIA Closing date: 04th March 2026 Closing time of the bid: 12h00 PM

Clause number	Bid Data
F.2.13.6	The tenderer must provide one original signed bid document. The tenderer must submit the signed original tender offer. The tenderer will seal the original tender offer (clearly marked "Original"). The tenderer shall submit the Tender in two envelopes as an original, failure to comply will result in disqualification of the tender. <u>Envelop No 1</u>: enclosing the Compulsory Returnable Documents (listed as Part T1 to Part T2.A – T2.C) <u>Envelop No 2</u>: enclosing the Detailed Financial Proposal (Listed as Part C1 to Part C4 and Annexures).
F.2.13.9	Telephonic, telegraphic, telex, facsimile, e-mailed and late bid offers WILL NOT be accepted.
F.2.15	The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid.
F.2.16	The bid offer validity period is 90 days from the closing date
F.3.4	Bids will be not be opened in public
F.3.11.3	The procedure for the evaluation of responsive bids is Method 2 of the PPPFA of 2022, please refer to T1.2.3 for details: 80/20 where the financial value inclusive of VAT of one or more responsive bid offers have a value that equals or is less than R50 000 000.00
F.3.11.5	Quality / functionality / technical evaluation will be applicable.
F.3.13.1	The employer reserves the right: - to award the contract in whole or in part to the successful bidder or not to award the bid at all. - not to appoint the lowest bid financial proposal, based on the outcome of the tender risk assessment.
F.3.17	The number of paper copies of the signed contract to be provided by the employer is one.

T1.2.3 EVALUATION PROCEDURE

Bid evaluation will be conducted as per the stages below:

Stage 1: Eligibility of Bidders

Stage 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 one (1) lists the compulsory returnable documents that shall be submitted by all bidders to be considered eligible for this bid. Certified copies of documents shall be submitted in original and not older than 3 months from the closing date.

Table 1: List of Returnable Administrative Compulsory Documents

Item	Description of Mandatory Administrative Returnable Document
T2.A1	Submission of fully completed and signed Invitation to Bid (SBD 1).
T2.A2	Submission of fully completed and signed Bidder's Disclosure (SBD 4).
T2.A3	Submission of fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1).
	Submission of certified ID Copies of Company Directors.

Table 2: List of Returnable Compulsory Documents

Item	Description of Compulsory Returnable Document
T2.B1	Authority to Sign a Bid Document.
T2.B2	Proof of CIDB grading designation as Grade 4 GB or Higher.
T2.B3	The Turnkey is to consist of the following professionals who are duly registered with the relevant statutory body for the provision of the following professional services: ECSA as a Pr. Engineer / Pr. Engineering Technologist, Civil and Structural SACPCMP as a Pr. CPM SACPCMP as a Pr. CHSA SACQSP as a Pr. QS Electronics Installer registered with PSIRA Documents to be submitted for Professionals Certified copies of qualifications, a detailed CV reflecting relevant experience, and proof of valid professional registration for the designated profession.
T2.B4	Proof of contractors certified Copy of Registration of Incorporation or Company Registration Documents (CIPC)
T2.B5	Valid COIDA or RAM / FEM or Letter of good standing with the Department of Labour.
T2.B6	Valid Tax Compliance Letter with a unique pin, the letter must be valid on the closing date of the bid
	Valid proof of Professional Indemnity Insurance cover for minimum of R5,000,000.00 for each professional discipline. (NB: adequacy or inadequacy of such an insurance will only be re-looked prior to appointment of a successful service provider and upon conclusion of specific

	risk assessment.). The PI should be from licensed Financial Service Providers (FSP). Letter of intent from licensed FSP will not be accepted.
	Provide contract agreements or letter of intent with designated professionals. In the event one of the appointed professional is no longer available to continue with the project the contractor should replace the person with an equally qualified professional immediately.
T2.B7	Record / Acknowledgement of Addenda to the tender document
C1.1	Fully Completed Form of Offer, fully signed and witnessed.
C2.2	Fully priced and completed Activity scheduled, (in INK).
	Attendance of compulsory tender briefing meeting and signing of the attendance register.

Stage 3: Evaluation on Price and Specific Goals

Only competent tenders who have reached or exceeded the minimum functionality threshold of 70% (70 points) will be evaluated on an 80/20 (Price / Specific Goals) points basis in terms of the Preferential Procurement Policy Framework Act of 2000, Preferential Procurement Regulation 2022.

In order to claim and be awarded points bidders must submit an original or an original certified copy of the following source documents to be submitted with the Bid:

- CIPC Document (Company Registration Document will be required for verification (CIPC DOC))
- Woman (Originally Certified ID Document)
- Youth (Originally Certified ID Document)
- People with Disability (Letter from the Dr. Confirming the Disability)
- Black Ownership (Originally Certified ID Document and CSD)

In cases of a Joint Venture, both JV partners must submit the abovementioned source documents to claim and be awarded points.

The point related to the IDT Specific Goals will be allocated proportionally as per table below:

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

Part T2.1: RETURNABLE DOCUMENTS

T2.A “Administrative Commercial Documents”

Administrative Commercial Documents shall be submitted by the bidders.

Item	Description of Mandatory Administrative Returnable Document	Yes /No
T2.A1	Submission of fully completed and signed Invitation to Bid (SBD 1).	
T2.A2	Submission of fully completed and signed Bidder's Disclosure (SBD 4).	
T2.A3	Submission of fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1).	

T2.B “Compulsory Commercial Documents”

Compulsory Commercial Documents shall be submitted by the bidders. If any of the below documentation is not supplied will lead to the immediate disqualification of the bidder. Certified copies of documents shall be submitted in original and not older than 6 months from the tender closing date.

Item	Description of Mandatory Compulsory Returnable Document	Yes /No
T2.B1	Authority to Sign a Bid Document.	
T2.B2	Proof of CIDB grading designation as Grade 4 GB or Higher.	
T2.B3	The Turnkey is to consist of the following professionals who are duly registered with the relevant statutory body for the provision of the following professional services: ECSA as a Pr. Engineer / Pr. Engineering Technologist, Civil and Structural SACPCMP as a Pr. CPM SACPCMP as a Pr. CHSA SACQSP as a Pr. QS Electronics Installer registered with PSIRA. Documents to be submitted for Professionals Certified copies of qualifications, a detailed CV reflecting relevant experience, and proof of valid professional registration for the designated profession.	
T2.B4	Proof of contractors certified Copy of Registration of Incorporation or Company Registration Documents (CIPC)	
T2.B5	Valid COIDA or RAM / FEM or Letter of good standing with the Department of Labour.	
T2.B6	Valid Tax Compliance Letter with a unique pin, the letter must be valid on the closing date of the bid	
T2.B7	Valid proof of Professional Indemnity Insurance cover for minimum of R5,000,000.00 for each professional discipline. (NB: adequacy or inadequacy of such an insurance will only be re-looked prior to appointment of a successful service provider and upon conclusion of specific risk assessment.). The PI should be from licensed Financial Service Providers (FSP). Letter of intention from licensed FSP will not be accepted.	

T2.B8	Provide contract agreements or letter of intent with designated professionals. In the event one of the appointed professional is no longer available to continue with the project the contractor should replace the person with an equally qualified professional immediately.	
T2.B9	Record / Acknowledgement of Addenda to the tender document	
C1.1	Fully Completed Form of Offer, fully signed and witnessed.	
C2.2	Fully priced and completed Activity scheduled, (in INK).	



Part T2.2 RETURNABLE SCHEDULE

Important note to Bidder: The relevant supporting documents to the organisation bidding i.e. Registration Certificates for Companies, Close Corporations and Partnerships, or Contracts and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms listed in Part T2.1, must be inserted here

INSERT HERE



T2.A1 SBD 1 - INVITATION TO BID

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INDEPENDENT DEVELOPMENT TRUST (IDT)					
BID NUMBER:	IDT/FAC/01/022026		CLOSING DATE:	04 MARCH 2026	CLOSING TIME: 12h00
DESCRIPTION	PROCUREMENT OF A DESIGN AND BUILD CONTRACTOR FOR THE STRUCTURAL REPAIRS AND ALTERATIONS AT THE INDEPENDENT DEVELOPMENT TRUST (IDT) NATIONAL OFFICE BUILDING, PRETORIA				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
IDT Head Office, Glenwood Office Park, Cnr. Oberon & Sprite Streets, Faerie Glen, Pretoria 0043					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MS. YONELA BOBANI		CONTACT PERSON	MR. THAMSANQA VILAKAZI	
TELEPHONE NUMBER	012 845 2000		TELEPHONE NUMBER	012 845 2000	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	HOREPAIRS@IDT.ORG.ZA		E-MAIL ADDRESS	HOREPAIRS@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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ 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, 2022, NEC 3 A: PRICED CONTRACT WITH ACTIVITY SCHEDULE) 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:

T2.A2 SBD 4 - BIDDER'S DISCLOSURE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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



- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

¹ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



T2.A3 SBD 6.1 - PREFERENCE POINTS CLAIM FORM



SBD 6.1

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

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

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

a) GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	
PRICE	90	80
SPECIFIC GOALS	10	20
TARGETED GROUP		
Women	3	6



- Bidder's Signature

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:

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

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

Source Documents to be submitted with the Bid or RFQ

*CIPC Document	(Company Registration Document will be required for verification (CIPC DOC))
*Woman	(Originally Certified ID Document)
*Youth	(Originally Certified ID Document)
*People with Disability	(Letter from the Dr. Confirming the Disability)
*Black Ownership	(Originally Certified ID Document and CSD)

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:	
	
	
	



T2.B1 AUTHORITY TO SIGN A BID

Fill in the relevant portion applicable to the type of organisation

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 on20.....

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 authoriseto 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 ASDATE:

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:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.....

2.....

F JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign 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 joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs/Ms.....,Mr/Mrs/Ms.....

Mr/Mrs/Ms.....and Mr/Mrs/Ms.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME).....

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:



G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign 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 consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs/Ms.....

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

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE: **DATE:**



**T2.B2 CIDB REGISTRATION CERTIFICATE WITH GRADING 4 GB OR HIGHER IN CLASS GB
(GENERAL BUILDING)**

Attached hereto my / our registration certificate with the Construction Industry Development Board. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered with CIDB

Note: The CIDB can be contacted or visited on www.cidb.org.za for more information and registration. Obtain a “Code of Conduct for all parties engaged in construction procurement” for your information



T2.B3: EVALUATION SCHEDULE: SIMILAR PROJECT EXPERIENCE

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

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

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



T2.: EVALUATION SCHEDULE: CLIENT REFERENCE

EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECTS/REFERENCES

RECOMMENDATION PURPOSES

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

PROJECT NAME A:

Type of Project, e.g.:(New school, renovation of clinic, general scope, etc.)

Client:

Tender Amount'

Name of Project and description:

Contract Duration

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	4	
Good	3	
Fair	2	
Poor	1	
Not Acceptable	0	

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

Client/Principal Agent contact person-

Telephone-

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

Client I PA Signature• _____ Date:.



EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECTSREFERENCES

RECOMMENDATION PURPOSES

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

PROJECT NAME B:

Type of Project, e.g.:(New school, renovation of clinic, general scope, etc.)

Client:

Tender Amount'

Name of Project and description:

Contract Duration

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	4	
Good	3	
Fair	2	
Poor	1	
Not Acceptable	0	

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

Client/Principal Agent contact person-

Telephone-

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

Client I PA Signature• _____ Date:.



EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECTSREFERENCES

RECOMMENDATION PURPOSES

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

PROJECT NAME C:

Type of Project, e.g.:(New school, renovation of clinic, general scope, etc.)

Client:

Tender Amount'

Name of Project and description:

Contract Duration

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	4	
Good	3	
Fair	2	
Poor	1	
Not Acceptable	0	

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

Client/Principal Agent contact person-

Telephone-

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

Client I PA Signature• _____ Date:..



EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECTS/REFERENCES

RECOMMENDATION PURPOSES

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

PROJECT NAME D:

Type of Project, e.g.:(New school, renovation of clinic, general scope, etc.)

Client:

Tender Amount'

Name of Project and description:

Contract Duration

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	4	
Good	3	
Fair	2	
Poor	1	
Not Acceptable	0	

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

Client/Principal Agent contact person-

Telephone-

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

Client I PA Signature• _____ Date:..

EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECTS/REFERENCES

RECOMMENDATION PURPOSES

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

PROJECT NAME E:

Type of Project, e.g.: (New school, renovation of clinic, general scope, etc.)

Client:

Tender Amount'

Name of Project and description:

Contract Duration

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	4	
Good	3	
Fair	2	
Poor	1	
Not Acceptable	0	

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

Client/Principal Agent contact person-

Telephone-

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

Client I PA Signature: _____ Date:

The Tenderer shall list below the key personnel that he intends to utilise on the Works, including key personnel hired for the project.

T2.B3 DESIGN AND BUILD (TURNKEY SOLUTION): CV, PROFESSIONAL REGISTRATION & QUALIFICATIONS OF THE KEY PERSONNEL INVOLVED IN THE PROJECT

Category Of Employee	Key Personnel Details		Number Of Persons			
			Existing Key Personnel, Part Of The Contractor's Organisation		Key Personnel Hired For The Project	
	Full Name	Council Name & Pr Registration Number	Non-Hdi	Hdi	Non-Hdi	Hdi
Civil and Structural Engineer						
Project Manager						
Quantity Surveyor						
Occupational Health and Safety						
Electronics Installer						

The Tenderer is referred to Clause F.2.1.1.2 of the Tender Data and shall insert in the spaces provided on the following pages details of the key personnel required to be in the employment of the tenderer or other organisation, in order for the tenderer to be eligible to submit a tender for this project.

Tenderers shall attach the following documentation of each key personnel involved in the project as referred in table above:

- The CVs,
- certified professional registration certificate,
- certified Identity Document,
- certified proof of qualifications
- signed contract agreement or letter of intent

Your failure to submit the above documentation will lead to the conclusion that your entity/ company does not have the qualified and registered key personal required for this turnkey project, and therefore, the bid will be disqualified.

SIGNATURE: IDENTITY NUMBER:

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

DATE.....



T2.B3.2 CONTRACT AGREEMENT OR LETTER OF INTENT WITH THE KEY PERSONNEL

Provide contract agreements or letter of intent with designated professionals. In the event one of the appointed professional leave the project the contractor should replace the person with an equally qualified professional.

Your failure to submit the above documentation will lead to the conclusion that your entity / company does not have the qualified and registered key personal required for this turnkey project, and therefore, the bid will be disqualified.



**T2.B4 CONTRACTORS COPY OF COMPANY REGISTRATION OF INCORPORATION OR
COMPANY REGISTRATION DOCUMENTS (CIPC) OR AFFIDAVIT AND A TRADE NAME IF A
SOLE PROPRIETOR**

Attached hereto is my / our original certified copies of company registration of incorporation or company registration documents or affidavit and trade name if a sole proprietor. My failure to submit the copy with my / our bid document will lead to the conclusion that I am / we are not registered as claimed and our bid will be disqualified

(Attach the Firm's Copy of Registration of Incorporation or Company Registration Documents or Affidavit and Trade Name Here)



T2.B5 VALID LETTER OF GOODSTANDING WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASE ACT (COIDA) REGISTRATION CERTIFICATE

Attached hereto is my / our certified copy of a letter of good standing with the Compensation for Occupational Injuries and Diseases, e.g. letter of good standing. My / our failure to submit the certificate with your tender offer will lead to the conclusion that your entity/ company is not registered with COIDA, and therefore, the bid will be disqualified.

T2.B6 VALID TAX COMPLIANCE LETTER WITH A UNIQUE PIN, THE LETTER MUST BE VALID ON THE CLOSING DATE OF THE BID

Attached hereto is my / our Valid Tax Compliance Letter with a unique pin issued by SARS. My / our failure to submit the letter with your tender offer will lead to the conclusion that your entity/ company is not Tax Compliant, and therefore, the bid will be disqualified.

T2.B7 CONFIRMATION OF RECEIPT OF ADDENDA TO BID DOCUMENTS

I / We confirm that the following communications amending the bid documents that I / we received from Independent Development Trust or his representative before the closing date for submission of bids have been taken into account in this bid.

ADDENDUM No.	DATE	TITLE OR DETAILS

TENDERES NAME: _____

TENDERES ADDRESS: _____

PRINT FULL NAMES: _____

SIGNATURE: _____

T2.B9 DETAILED PROGRAMME OF WORKS

The Tenderer shall attach a programme schedule (*using a computer programme*) reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

The programme must be clear & realistic including (But not limited to):

- Project start date;
- Timeframes;
- Key tasks;
- Key milestones;
- Subtasks;
- Critical path;
- Subtask duration, start and end day;
- Completion Date; and
- Duration of the projects.

This programme will form part of the contractual documentation. The duration indicated in the programme will define the contract period upon award of the tender.

(PLEASE ATTACHED HERE)

The bidder is required to sign off the programme indication following information

SIGNATURE: IDENTITY NUMBER:

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

DATE:.....



T2.B10 HEALTH AND SAFETY PLAN

Attached hereto are my / our Health and Safety Plan.

The Health and Safety Plan should be submitted by the bidder in Compliance to the Occupational Health and Safety Act (Act 85 of 1993).



T2.C1 CENTRAL SUPPLIER DATABASE

(Attached hereto is my / our Central Supplier Database report.)

IMPORTANT NOTES:

A full report of the CSD report is required showing all the company details such as, address, Tax Compliance, banking details etc.



Part C1: Contract

- C1.1 Form of offer
- C1.2 Contract data
- C1.3 Special Conditions of Contract



C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

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

DESIGN AND BUILD CONTRACTOR FOR THE STRUCTURAL REPAIRS AND ALTERATIONS AT THE INDEPENDENT DEVELOPMENT TRUST (IDT) NATIONAL OFFICE BUILDING, PRETORIA.

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

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

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

..... Rand (in words);

R (in figures)

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

Signature Date

Name Identity number

Capacity

for the tenderer

(Name and
address of
organization)

Name and
signature
of witness

CIDB Registration number

NOTE: Failure of a tenderer to sign this part of the tender form (offer) will invalidate the tender Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.



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, which 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

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

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to 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 original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature Date

Name

Capacity

**for the
Employer
Independent Development Trust National Office
Glenwood Office Park
Cnr. Oberon & Sprite Streets
Faerie Glen 0043
Pretoria
Block B**

Name and
signature
of witness

Date

C1.1.1 Schedule of Deviations

By the duly authorised representatives signing this offer, the bidder agrees to and accepts the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the bid data and addenda thereto as listed in the bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the bidders and the employer during the bidding process.

1. Subject
Details
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2. Subject
Details
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3. Subject
Details
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4. Subject
Details
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.....
.....
5. Subject
Details
.....
.....
.....



C1.2 BID CONTRACT DATA

C1.2.1 CONTRACT AGREEMENT

INDEPENDENT DEVELOPMENT TRUST

DESIGN AND BUILD CONTRACTOR FOR THE STRUCTURAL REPAIRS AND ALTERATIONS AT THE INDEPENDENT DEVELOPMENT TRUST (IDT) NATIONAL OFFICE BUILDING, PRETORIA ALTERATIONS

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

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

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

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

C1.2.2 SPECIAL CONDITIONS OF CONTRACT

To the

NEC 3: Engineering and Construction Contract A: Priced Contract with Activity Schedule

NAME OF PROJECT: DESIGN AND BUILD CONTRACTOR FOR THE STRUCTURAL REPAIRS AND ALTERATIONS AT THE INDEPENDENT DEVELOPMENT TRUST (IDT) NATIONAL OFFICE BUILDING, PRETORIA

INTRODUCTION

WHEREAS, the Independent Development Trust ("IDT") made an Offer of Appointment and the Contractor has accepted such appointment subject to the conditions stipulated in the aforesaid Offer of Appointment Letter, which conditions include signing of the NEC 3: Engineering and Construction Contract A: Priced Contract with Activity Schedule and the Contract Data.

AND WHEREAS, this Special Condition of Contract shall form part of the Main Agreement between the Employer and the Contractor.

ADDITIONS TO THE MAIN AGREEMENT AND THE CONTRACT DATA

2. JOINT VENTURE AGREEMENT

- 2.1 Should the Joint Venture Agreement be dissolved or any of the JV partner pull out the JV Agreement for any reasons whatsoever, the Employer hereby reserve its right to terminate the contract with immediate effect.
- 2.2 Should one JV partner pull out of the JV agreement and the replacement JV partner qualifies for less Specific Goals Points, the IDT shall be entitled to cancel the contract with immediate effect.
- 2.3 Should the Specific Goals Points of the Joint Venture be changed to a lower rate than the bidding rate, based on legislation applicable at the time of tender closing, the IDT shall be entitled to cancel the contract.

3. INSURANCES

- 3.1 The contractor shall be responsible for effecting and maintaining the contract works insurance for the full duration of the contract period. The insured amount for the full scope of works shall be **120%** of the contract amount. The insured amount shall include for alterations and renovations to existing buildings and shall not reduce in any way despite sectional; completion being taken.

4. SITE AND ACCESS AND WORKING HOURS

4.1 The IDT will remain operational throughout the duration of the works and access to the facility will be granted in a controlled and phased manner to minimize disruption to ongoing office operation .to the Contractor in clearly defined sections to minimise disruption to healthcare services. The works shall be executed in clearly defined phases as determined by the contractor/project manager.

4.2 Phased Access to work areas

Access to the site will be granted in a phased and controlled manner as determined by the client. The contractor shall not assume unrestricted or continuous access to all areas at any time.. A detailed phasing plan shall be agreed prior to commencement of the works. The contractor shall coordinate closely with clients representative to sequence activities accordingly .

4.3 Working Hours

4.3.1. Normal permitted working hours shall be 8; 00AM -5; 00PM Monday to Friday. any requirement for work outside these working hours shall require approval/arrangement from the IDT. The Contractor shall implement appropriate measures to control noise, dust, vibration, and access routes to ensure safe and uninterrupted office operations. Temporary partitions, protection, and segregation shall be deemed included in the Contractor's price.

4.3.2. The Contractor shall be deemed to have allowed in its Tender for execution under phased access conditions and within an occupied premises. No claims for additional cost or extension of time arising solely from phased access or operational constraints shall be entertained, provided access is granted in accordance with the agreed phasing plan.

5. SECTION/SECTIONAL COMPLETION

5.1 Due to the nature of the works and the works being occupied, practical completion is required on defined portions of the works as will be determined from the contractors programme. Where a project comprises of components are clustered into a single contract, these entities shall for the purposes of administration of the contract be treated as single units.

5.2 In the event that any approvals for extension of time or any other rulings or approvals for such single units are granted such approvals or rulings shall be deemed to apply to the individual unit only and not the contract as a whole.

6. PAYMENT OF PRELIMINARY & GENERAL COSTS (P&G)

6.1 In the event that the contractor, due to causes of his own making, fails to achieve the targets set out in his construction programme and his performance is not in accordance with the contract, payment of the time related P&G will be paid in proportion to the value of the monthly progress payment and not in accordance with the projected cash flow for this item. The Project Manager shall review the status quo and revert to paying the contractor in accordance with the contract once the contractor has demonstrated improvement of their performance and the Project Manager is satisfied that the contractor is performing diligently.

6.2 Similarly, the full amount of the fixed portion of the P&G will be paid only once the successful contractor has fully complied with deliverables under this section.

7. PRICED DOCUMENT

7.1 The priced document shall not be used as a specification for material and goods and the quantities should not be used for procurement purposes.

8. FINAL PAYMENT

- 8.1 The employer shall pay to the contractor the amount certified in the payment certificate within thirty (30) calendar days of the date of issue of the payment certificate or the contractors tax invoice whichever is the later date.

9. RECOVERIES OR CREDIT FOR OLD MATERIALS FROM DEMOLITIONS

- 9.1 Contractors will be required to return all reusable material and goods removed from existing buildings or installations to the employers designated store soon after such items are removed from the buildings or installations. Tenderers shall, in their pricing, therefore allow for the loading, delivery, offloading of such items to the employer's storage facility. Tenderers shall also allow for all temporary storage and protection of these items on the site of the works until such items are returned to the employer's storage facility.
- 9.2 A schedule of all recoverable items expected to be returned to the employer shall be agreed between the employer's representative and the contractor at the site handover. Items not included in such schedule shall be deemed to be the contractor's property upon demolition.
- 9.3 Any credits to the employer for material from demolitions and installations not returned to the employer shall be priced under the relevant section for credits in the Activity Schedule.
- 9.4 A record of these items will be captured on a schedule maintained by the project manager.

10. Ambiguity or Discrepancy

- 10.1 If any ambiguity or discrepancy in any of the documents forming part of the contract is found, then the contract data and or amendments herein shall prevail in cases of conflict between any of the documents.

TENDERES NAME: _____

TENDERES ADDRESS: _____

PRINT FULL NAMES: _____

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

DATE

WITNESS 1: _____ PRINT FULL NAMES _____ SIGNATURE _____ DATE	WITNESS 2: _____ PRINT FULL NAMES _____ SIGNATURE _____ DATE
--	--

(This document must be signed and witnessed and returned with the bid submission as a returnable document. Failure to do so may disqualify the submission)

C1.2.3 NOTES TO TENDERERS

Tenderers shall price all the items for works to be scheduled in the Activity Schedule.

Tenderers are reminded that some of the works are to be undertaken under restrictive site conditions, over protected environments.

Tenderers are reminded and hereby given the opportunity to allow for and price all costs related to the abnormal working conditions referred to herein as no claims for additional costs will be entertained for any omission on the part of tenderers.

Tenderers are given the option to include the above mentioned additional costs in their tender amount as a lump sum amount in item under a section in the **Activity Schedule**. Alternatively, tenderers tendered rates or amounts shall be deemed to include for all such costs.

Tenderers will be briefed in further detail at the compulsory ccng meeting as scheduled in the tender notice. Tenderers are advised to ensure that the representatives sent to the site briefing meeting are experienced to understand and interpret matters of this nature.

TENDERES NAME: _____

TENDERES ADDRESS: _____

PRINT FULL NAMES: _____

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

DATE

WITNESS 1: _____ PRINT FULL NAMES _____ SIGNATURE _____ DATE	WITNESS 2: _____ PRINT FULL NAMES _____ SIGNATURE _____ DATE
--	--

(This document must be signed and witnessed and returned with the bid submission as a returnable document. Failure to do so may disqualify the submission)

C1.2.4 CONTRACT DATA

PART ONE – Data Provided by the Employer

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

CLAUSE	STATEMENT	DATA
1	GENERAL	
	The conditions of contract are the core clauses and the clauses for Main Option	
	Main Option	A: Price Contract with Activity Schedule
	Dispute resolution Option	W1: Dispute resolution procedure
	Secondary Options (incorporating amendments)	X2: Changes in the law X5: Data for secondary Option clauses X7: Delay damages X13: Performance Bond X16: Retention X18: Limitation of liability Z: Additional conditions of contract of the NEC3 Engineering and Construction Contract, April 2013
10.1	The <i>Employer</i> is (Name) Address	The Independent Development Trust (IDT) Glenwood office Park , Corner Oberon& Sprite Avenue, Faerie Glen 0043
	Telephone	(012) 845 2000
10.1	The <i>Client's Representative</i> is	Mr. Thamsanqa Vilakazi Glenwood office Park, Corner Oberon & Sprite Streets, Faerie Glen Pretoria 0043
	Address	
	Telephone	(012) 845 2000
	Fax	
10.1	The <i>Project Manager</i> is	Mr. Thamsanqa Vilakazi
	Address	Glenwood office Park, Corner Oberon & Sprite Streets, Faerie Glen Pretoria 0043
	Telephone	(012) 845 2000
	Fax	
11.2	The Works information is in	Part C3 'Scope of Works' section of this Tender Document
11.2	The Site Information is in	Part C4 'Site Information' section of this Tender Document
11.2	The <i>boundary of the site</i> is	TBC

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

CLAUSE	STATEMENT	DATA
60.1	The place where weather is to be recorded (on the Site) is	At the Construction Site Office and the records to be kept on site in a file clearly marked for this purpose
60.1	Assumed values for the ten-year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are	The first day of the month
8	RISKS AND INSURANCE	
84.1	The <i>Employer</i> provides these insurances	The Employer does not provide any insurance for the works.
84.2	The <i>Contractor</i> provides the insurance stated in	The Insurances shall be in the name of the <i>Contractor</i> and further provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued. Professional Indemnity for the sum of R3,000,000.00 (Three Million Rand) for each professional discipline per claim in respect of design liability. The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is: As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
9	Termination	Shall be in terms of Clause 9 (Termination) of the contract core clauses and in terms of the relevant Z Clause.
10	Data for Main Options	
	A Priced Contract with Activity Schedule	
11	Data for Option W1	
W1.2	The Adjudicator is	The person appointed jointly by the parties from the list of Arbitrators from Arbitration Foundation of South Africa (AFSA) but subject to the provisions contained in W1.4 below.
W1.4	The Adjudicator nominating body is	In the event of a dispute, the parties shall provide each other with a list of names from which they shall endeavor to agree upon a suitable Adjudicator, provided that where such agreement is not reached within fourteen days of the date upon which the dispute arose, then either party may apply to the nominating body (i.e. AFSA), which shall be authorized to make such appointment.
W1.4	The tribunal is	Arbitration, arbitrator to be appointed as required.

CLAUSE	STATEMENT	DATA
W1.4	If the tribunal is arbitration, the arbitration procedure is	the latest edition of Rules for the Conduct of Arbitrations published by the Arbitrators Foundation of Southern Africa or its successor body.
W1.4	The place where arbitration is to be held is	Gauteng, South Africa
12	Data for Secondary Option Clauses	
X5	Sectional Completion The completion date for each section of the works is:	Section / Description / Completion Date Dates to be included or to be deferred to later once the construction programme is approve.
X7	Delay Damages Delay damages of the works are	Amount per day is 0.05%, to the maximum of 10% of the Contract value. In the event of delay on Sectional Completion the damage will be charged in proportion to the item of work(building/s), the value of which will be derived from the Activity Schedule
X13 X13.1	Performance bond (Guarantee) The amount of the performance	10% of the contract value. Pro-forma draft of a performance bond is to be used is attached to this contract. In addition to that the contractor also undertake to provide the Professional Indemnity for each professional involved in the project, in favour of the Employer for the due fulfilment of their obligations in terms of this contract, which shall be for the amount of at least R3 000 000.00 (Three Million Rand) or twice their professional fees, whichever is the highest. The Contractor shall, within 10 days of signature of this Contract, provides a certificate of such insurances from a registered Financial Service Provider.
X16 X16.1	Retention The <i>retention percentage</i> is	10% of the Contract value. In addition to that the contractor also undertake to provide the Professional Indemnity for each professional involved in the project, in favour of the Employer for the due fulfilment of their obligations in terms of this contract, which shall be for the amount of at least R3 000 000.00 (Three Million Rand) or twice their professional fees, whichever is the highest. The Contractor shall, within 10 days of signature of this Contract, provides a certificate of such

CLAUSE	STATEMENT	DATA
		insurances from a registered Financial Service Provider.
X18	Limitation of Liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue.
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	Th cost for loss or damages incurred by the Employer, including any payable penalties and any other costs that the Employer sustains in relation to the actual damages caused.
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	cost of the repair or reinstatement of property to original standard and any accompanying costs resultant thereof, that the Employer may claim.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total amount of damages and/or otherwise to the extent allowed under the law of the contract.
Z	The Additional conditions of Z1 - Z21 contract are Amendments to the Core Clauses	
Z1	Interpretation of the law	
Z1.1	Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the Project Manager, the Supervisor, or the Adjudicator does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
Z2	Providing the Works:	
Z2.1	Delete core clause 20.1 and replace with the following: The Contractor provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose	
Z3	Other responsibilities:	
	Add the following at the end of core clause 27:	
Z3.1	The Contractor shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date	
Z3.2	The Contractor shall be responsible for the correct setting out of the Works in accordance with the original points, lines and levels stated in the Works Information or notified by the Project Manager, Supervisor or the Employer. Any errors in the positioning of the Works shall be rectified by the Contractor at the Contractor's own costs.	
Z4	Extending the defects date:	
	Add the following as a new core clause 46:	
Z4.1	If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i>	

Z The Additional conditions of Z1 - Z21 contract are

- Z4.2** If part of the *works* is replaced due to a Defect arising after Completion and before the *defects date*, the *defects date* for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced
- Z4.3** The *Project Manager* notifies the *Contractor* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data
- Z5** **Termination**
- Z5.1** **Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:** “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.

Amendment to the Secondary Option Clauses

- Z6** **Performance Bond (Guarantee)**
- Z6.1** **Amend the first sentence of clause X13.1 to read as follows:**
The *Contractor* gives the *Employer* an unconditional, on-demand performance bond (guarantee), provided by a bank which the *Project Manager* and the *Employer* have accepted, for the amount stated in the Contract Data and in the form set out in Annexure C.ii of this Contract Data.
- Z6.2** **Add the following new clause as Option X13.2:**
The *Contractor ensures* that the performance bond (guarantee) is valid and enforceable until the end of the *contract period*. If the terms of the performance bond specify its expiry date and the end of the *contract period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond (guarantee) until the end of the *contract period*. If the *Contractor* fails to so extend the validity of the performance bond (guarantee), the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security.
- Z7** **Limitation of liability:**
- Z7.1** **Insert the following new clause as Option X18.6:**
The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00
- Z7.2** Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract

Additional Z Clauses

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

Z	The Additional conditions of Z1 - Z21 contract are
Z8.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity.
Z9	Joint and several liability
Z9.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
Z9.2	The <i>Contractor</i> shall, in its bid document, notify the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z9.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
Z10	Ethics
Z10.1	The <i>Contractor</i> undertakes:
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z10.3	If the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
Z11	Confidentiality
Z11.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z11.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Employer</i> .
Z11.3	This undertaking shall not apply to
Z11.3.1	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z The Additional conditions of Z1 - Z21 contract are

Z11.3.2 Information, which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

Z11.3.3 Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);

Z11.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*

Z11.5 The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z12 *Employer's Step-in rights*

Z12.1 If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Project Manager or the Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*

Z12.2 The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Project Manager or the Employer* to achieve this end.

Z13 *Liens and Encumbrances*

Z13.1 The *Contractor* keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time.

Z14 *Intellectual Property*

Z14.1 Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.

Z14.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.

Z14.3 The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free license to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works

Z	The Additional conditions of Z1 - Z21 contract are
Z14.4	The written approval of the <i>Contractor</i> is to be obtained before the <i>Contractor's</i> IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any <i>Contractor's</i> IP available to any third party the <i>Employer</i> shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the <i>Employer</i> would use to protect its IP
Z14.5	The <i>Contractor</i> shall indemnify and hold the <i>Employer</i> harmless against and from any claim alleging an infringement of IP rights (" the claim "), which arises out of or in relation to: the <i>Contractor's</i> design, manufacture, construction or execution of the Works
Z14.5.1	the use of the <i>Contractor's</i> Equipment, or
Z14.5.2	the proper use of the Works.
Z14.5.3	
Z14.6	The <i>Employer</i> shall, at the request and cost of the <i>Contractor</i> , assist in contesting the claim and the <i>Contractor</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
Z16	Dispute resolution:
Z16.1	Appointment of the Adjudicator In the event of a dispute, the parties shall provide each other with a list of names from which they shall endeavor to agree upon a suitable Adjudicator, provided that where such agreement is not reached within fourteen days of the date upon which the dispute arose, then either party may apply to the nominating body (i.e. AFSA), which shall be authorized to make such appointment.
Z16.2	Appointment of the Arbitrator An Arbitrator is appointed when a dispute arises. The referring party nominates an Arbitrator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated Arbitrator, the referring Party refers the appointment deadlock to the Chairman of the Gauteng Bar Council, who will then appoint an Arbitrator listed in their Panel of Arbitrator.
Z17	Notification of a compensation event
Z17.1	Delete "eight weeks" in clause 61.3 and replace with "four weeks". Delete the words "unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.
Z18	BBBEE Certificate
Z18.1	The <i>Contractor</i> shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.
Z19	Communication
Z19.1	Add a new Core Clause 14.5 and 14.6 to read as follows: The <i>Project Manager</i> requires the prior written consent of the Employer if an action will result in a change to the design, scope, and Works information that would result in the Employer incurring any cost.
Z19.2	The <i>Project Manager</i> requires the prior written consent of the Employer if an action will result in the Completion Date being extended.

Z The Additional conditions of Z1 - Z21 contract are

Z20 Delegation

As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the *Contractor* agrees to the following:

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

Z21 Security Clearance

Z21.1 Restrictions on movement and limited access

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

Z21.2

In the event of the Employer or any competent authority requiring the removal of a person or persons from the site for security reasons, the Contractor shall do so forth with and the Contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work. In such circumstances the Contractor shall indemnify the Employer and the Engineer and shall hold the Employer and the Engineer harmless against any and all claims of whatever nature arising.

Z21.3

Access cards to security areas

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

Z21.4

PART TWO - DATA PROVIDED BY THE CONTRACTOR

CLAUSE	STATEMENT	DATA
10.1	The <i>Contractor</i> is (Name) Address Telephone Fax	
11.2	The Works Area is	Only the Site Area indicated under Part C3 'Scope of Works' section of this Tender Document
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Tender Schedule
	The Construction Project Manager is	
	Responsibility	
	Qualifications	
	Professional Registration	
	Experience	
	The Quantity Surveyor is	
	Responsibility	
	Qualifications	
	Professional Registration	
	Experience	
	The Civil & Structural Engineer is	
	Responsibility	
	Qualifications	
	Professional Registration	
	Experience	
	The Health and Safety Consulting is	
	Responsibility	
	Qualifications	
	Professional Registration	
	Experience	
	The Electronics Installer is	
	Responsibility	
	Qualifications	

CLAUSE	STATEMENT	DATA
	Professional Registration	
	Experience	
11.2	The <i>completion date</i> is	
11.2	The following matters will be included in the Risk Register	– Existing Services – Access to Site – Delay in supply of material and/or equipment – Progress of the works against the program
11.2	The <i>Works Information</i> is in	Part C3 ' <i>Works Information</i> / Scope of Works' section of this Tender Document
31.1	The Contractor submits a first	with the tender by the tender closing date

C1.3 CONSTRUCTION GUARANTEE

INDEPENDENT DEVELOPMENT TRUST

PROCUREMENT OF A DESIGN AND BUILD CONTRACTOR STRUCTURAL REPAIRS AND ALTERATIONS AT THE INDEPENDENT DEVELOPMENT TRUST (IDT) NATIONAL OFFICE BUILDING, PRETORIA

C1.3 CONSTRUCTION GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means _____
 Physical address _____

Guarantor's signatory 1 _____ Capacity _____

Guarantor's signatory 2 _____ Capacity _____

Employer means **THE INDEPENDENT DEVELOPMENT TRUST** _____

Contractor means _____

Project Manager means _____

Works means **BID NO: IDT/FAC/01/022026** _____
**PROCUREMENT OF A DESIGN AND BUILD CONTRACTOR
 STRUCTURAL REPAIRS AND ALTERATIONS AT THE INDEPENDENT
 DEVELOPMENT TRUST (IDT) NATIONAL OFFICE BUILDING, PRETORIA**

Site means Glenwood Office Park, Cnr. Oberon & Sprite Streets, Faerie Glen, Pretoria,
 0043.

Agreement means **NEC 3: Engineering and Construction Contract (A: Priced Contract with
 Activity Schedule) with contract data, standard and special conditions
 of contract**

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

Amount in figures R _____

Amount in words _____
 _____ (Rand)

Guaranteed Sum means the maximum aggregate amount of

Amount in figures R _____

Amount in words _____ (Rand)

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

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

- 2** The Guarantor hereby acknowledges that:

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

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

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

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

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

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

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

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

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

- 5** It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.

- 6** Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended

and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at _____ Date _____

Guarantor's Signatory 1 _____ Guarantor's Signatory 2 _____

Identity number _____ Identity number _____

Witness 1 _____ Witness 2 _____

Guarantor's seal or stamp

C1.4 ADJUDICATOR'S AGREEMENT



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C1.4 ADJUDICATOR'S AGREEMENT

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

_____ (name of company / organisation)

of _____

_____ (address) and

_____ (name of company / organisation)

of _____

_____ (address) and

(the Parties)

and _____ (name of Adjudicator)

of _____

_____ (address) and

(the Adjudicator)

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

and known as _____

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

* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the NEC 3: Engineering and Construction Contract (A: Priced Contract with Activity Schedule) Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the NEC 3: Engineering and Construction Contract (A: Priced Contract with Activity Schedule) Adjudication Rules.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____	SIGNED by: _____	SIGNED by: _____
Name: _____	Name: _____	Name: _____
ID: _____	ID: _____	ID: _____

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

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

the Adjudicator in the
presence of

Witness _____	Witness: _____	Witness: _____
Name: _____	Name _____	Name: _____
Address: _____	Address: _____	Address: _____

Date: _____	Date: _____	Date: _____
-------------	-------------	-------------

Contract Data

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

* Delete as necessary



Part C2: PRICING DATA



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C2.1 Pricing Instructions

C2.1.1 Pricing Instruction to the contractor

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

C2.1.2 Function of the Activity Schedule

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

C2.1.3 Link to the programme

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

C2.1.4. Preparing the activity schedule

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

C2.1.5. Assumptions

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

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



C2.2 Activity Schedule



INDEPENDENT DEVELOPMENT TRUST

PROCUREMENT OF A DESIGN AND BUILD CONTRACTOR STRUCTURAL REPAIRS AND ALTERATIONS AT THE INDEPENDENT DEVELOPMENT TRUST (IDT) NATIONAL OFFICE BUILDING, PRETORIA

C2.2 Activity Schedule

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

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

Item No	Description	Unit	Quantity	Rate	Amount
	<u>SECTION 1</u> <u>BILL NO 1</u> <u>PRELIMINARIES AND GENERAL</u> <u>PREAMBLES</u> The Model Preambles for Trades (2017 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained <u>SUPPLEMENTARY PREAMBLES</u> Any other items tenderers may wish to add of a preliminary and general nature not specifically mentioned above in order to comply with the specification and contract conditions. <u>CONDITIONS OF CONTRACT AND PRELIMINARIES</u> Provisional and General items in order to comply with the Conditions of Contract associated with the works contained in this document. <u>Contractual requirements.</u> 1 Site Establishment 2 Health and Safety File 3 Insurance 4 Guarantee 5 Temporary structural support and shoring 6 De-Establishment <u>Designs and Supervision</u> 7 Project Manager 8 Quantity Surveyor 9 Civil and Structural Engineer 10 Occupational Health and Safety Officer 11 Electronics Installer	Sum	1		
	Preliminaries and General				R
	<u>SECTION 2</u> <u>BILL NO. 1</u> <u>DEMOLITION AND ALTERATIONS (PROVISIONAL)</u> <u>PREAMBLES</u> The Model Preambles for Trades (2017 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained View site Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained Explosives No explosives whatsoever may be used for alteration purposes unless otherwise stated				

General			
The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to occupants in the building and to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent			
BASEMENT			
Wall Demolition			
1	Demolish the cracked and deflected non-load bearing retaining wall sections located on the north- and south-facing walls of the western and eastern wings, as well as the central lobby area inclusive of the ground floor northern staircase and cart away to the nearest dumping site	m2	300
2	Demolish and reconstruct cracked wall on the east wing's basement emergency staircase inclusive of joint formers between the newly constructed wall and staircase soffit	m2	55
Reconstruction of the Wall			
3	Excavation for new foundation (Eastern Wing)	m3	45
4	New strip foundation beneath rebuilt sections (600 mm wide)	m3	22
5	Backfill and compaction to trenches	m3	45
6	Damp-proof course at base of rebuilt wall	m2	80
7	Rebuild wall in 350mm blockwork to match thickness	m2	300
8	Vertical control joints with backer rod and elastomeric sealant	m	80
Drainage and Waterproofing			
9	Waterproofing to joints between drainage channel and retaining walls around the entire building.	m2	190
10	Water proofing to basement drainage channels.	m2	55
11	Mortar joints sealing of upper 0.8 meters of the concrete block retaining wall sections with water-resistant crack repair mortar. Sealing to be done both internally and externally.	m2	200
Plaster Repair			
12	Patch repair with high strength repair mortar to cracked and spalled concrete beam and slab on the east wing's basement emergency staircase	m2	65
Paving Repair			
13	Removal of ground floor external patio pavement above emergency staircase, waterproofing of the slab, reinstatement of paving	m2	80
GROUND FLOOR			
14	Demolish and reconstruct main entrance walkway pavement. All reconstructed elements shall match the existing structures in visual appearance and finish	m2	65
15	Demolish and reconstruct main entrance parapet wall. All reconstructed elements shall match the existing structures in visual appearance and finish	m2	39
16	Clean and un-blocking of storm water outlets on ground floor patios	Item	1
17	Sealing of mortar joints of exteriors of upper ground floor walls with water resistant mortar in areas experiencing internal water ingress	m2	80
18	Sealing of Interior wall cracks with water resistant crack sealants and repainted in upper wall areas affected by water ingress and plaster cracking	m2	75
19	Plaster cracked interior wall around the building	m2	150
19	Prepare, supply and paint walls to plastered walls to be as the existing colour	m2	150
20	Replace the missing, loose and broken ceiling tiles in various area of the building	m2	200

21	Prepare, supply and paint plastered walls at the reception area (IDT colours to be confirmed)	m2	250		
	FIRST FLOOR				
	Cracks repairs				
22	Sealing of mortar joints of exteriors of upper ground floor walls with water resistant mortar in areas experiencing internal water ingress	m2	80		
23	Sealing of Interior wall cracks with water resistant crack sealants in upper wall areas affected by water ingress and plaster cracking	m2	125		
24	Sealing of vertical and horizontal cracks in the lobby area using high-strength repair plaster. Joint grooves are to be formed along the lines of the cracks within the plaster	m2	14		
25	Removal of plaster, cracks repairs via vertical wall stitching, reinstatement of plaster to walls in office 231.	m2	69		
26	Repair the vertical crack of the wall in the lobby area behind the reception desk	m2	30		
27	Plaster cracking in various external walls around the building.	m2	50		
	Prepare, supply and paint walls to plastered walls to be as the existing colour	m2	288		
28	Chasing and making good for services	m	50		
	ROOF				
29	Waterproofing to horizontal masonry wall top surfaces and flashings on the roof level	m2	600		
30	Downpipe and shoe installation to roof sections without downpipes and at building corners.	m	231		
31	Replacement of cracked tiles in roof valleys and waterproofing of gutter joint	m2	55		
	Alteration and Demolition				R
	SECTION 3				
	BILL NO. 1				
	PROVISIONAL SUMS				
	PREAMBLES				
	The Model Preambles for Trades (2017 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained				
	SUPPLEMENTARY PREAMBLES				
	Any other items tenderers may wish to add of a preliminary and general nature not specifically mentioned above in order to comply with the specification and contract conditions.				
	NEW RECEPTION DESK AND				
1	Provision for removal of the existing reception desk, including safe dismantling and transportation to the designated storeroom. Supply, deliver, and install a new reception desk, security table, and specified chairs as per client-approved selections.	PS	1 R 25 000,00	R	25 000,00
2	Profit	%	R 25 000,00		
3	Attendance	%	R 25 000,00		
	SECURITY EQUIPMENT & SCREENING SYSTEMS (ENTRANCE AREA)				
	Walk-Through Metal Detector				
4	Provision to supply, deliver, install, test and commission a walk-through metal detector for screening of people entering the reception area, complete with alarm indicators, calibration and operator training.	PS	1 R 85 000,00	R	85 000,00
5	Profit	%	R 85 000,00		

6	Attendance	%		R 85 000,00	
	<u>X-Ray Luggage Scanner</u>				
7	Provision for supply, delivery, installation, testing and commissioning of a conveyor-type baggage scanner, including imaging monitor, software, radiation safety certification and operator training.	PS	1	R 800 000,00	R 800 000,00
8	Profit	%		R 800 000,00	
9	Attendance	%		R 800 000,00	
	<u>Security Monitoring Console</u>				
10	Provision for a security operator station, including monitor screens, cabling, power points, workstation furniture and integration of all scanning equipment.	PS	1	R 35 000,00	R 35 000,00
11	Profit	%		R 35 000,00	
12	Attendance	%		R 35 000,00	
	<u>Training, Manuals & Certification</u>				
13	Provision for onsite training of security staff, provision of user manuals, safety compliance certificates and maintenance guidelines.	PS	1	R 20 000,00	R 20 000,00
14	Profit	%		R 20 000,00	
15	Attendance	%		R 20 000,00	
	<u>Control Boxes</u>				
16	Provisional Sum for the supply, delivery, installation, testing, and commissioning of two (2) control boxes required for the walkthrough metal detector and X-ray scanner, including all specialised cabling, terminations, interface connections, and coordination with electrical and security systems.	PS	2	R 15 000,00	R 30 000,00
17	Profit	%		R 30 000,00	
18	Attendance	%		R 30 000,00	
	Provisional Sums				R
	ACTIVITY SCHEDULE PRICE SUMMARY				
1	Preliminaries and General				R
2	Demolition and Alterations (Provisional)				R
3	Provisional Sums				R
4	Contingencies		18%		R
	SUBTOTAL (Excluding VAT)				R
	VAT @ 15%		15%		R
	TOTAL (Including VAT)				R

TENDERES NAME: _____

TENDERES ADDRESS: _____

PRINT FULL NAMES: _____

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

DATE

Important Notes to the Contractor:

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

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

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

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

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

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

Part C3: WORKS INFORMATION / SCOPE OF WORKS

PROCUREMENT OF A DESIGN AND BUILD CONTRACTOR STRUCTURAL REPAIRS AND ALTERATIONS AT THE INDEPENDENT DEVELOPMENT TRUST (IDT) NATIONAL OFFICE BUILDING, PRETORIA

C3.1 EMPLOYERS WORKS INFORMATION / SCOPE OF WORK

1. EMPLOYER'S OBJECTIVES

The Employer's objectives are to deliver cost effective structural repairs and alterations of the IDT National Office, at a reduced time frame without compromising quality and safety while complying with the national building standards and with DPWI standards.

2. DESCRIPTION OF THE WORKS

The scope of works includes selective demolition, reconstruction of damaged structural elements, waterproofing and drainage repairs, internal and external crack and plaster restoration, roof and paving repairs, and installation of new security screening equipment and a reception desk, all executed to match existing finishes (painting).

3. PRELIMINARY ASSESSMENT

3.1. The preliminary assessment conducted by a structural engineer identified key structural defects, water-ingress problems, damaged finishes, and deterioration across basement, ground floor, first floor, and roof areas. These included cracked retaining walls, failing waterproofing, plaster and paint defects, ceiling damage, drainage issues, and necessary upgrades to security screening and reception facilities. The findings informed the repair, reconstruction, waterproofing, and equipment installation items included in the activity schedule.

3.2. SCOPE OF WORKS: INCLUSIONS

3.2.1. The scope of the project includes the following:

3.2.2. Infrastructure (Design and Build) Turnkey Solution

- 1.** Demolition & Reconstruction: Removal of defective wall sections, pavements, and internal finishes, followed by reconstruction of walls, foundations, and associated structural elements.
- 2.** Waterproofing & Drainage Repairs: Waterproofing of retaining walls, drainage channels, roof surfaces, and sealing of mortar joints to address water-ingress issues.
- 3.** Internal & External Finishes: Repairing cracks, reinstating plaster, repainting affected areas, and replacing damaged ceiling tiles.
- 4.** Roof & External Works: Replacement of cracked roof tiles, installation of downpipes, reinstatement of paving, and cleaning of stormwater outlets.
- 5.** Security & Reception Upgrades: Supply and installation of security screening equipment (metal detector, X-ray scanner, control boxes) and replacement of the reception desk and furnishings.

3.3. SCOPE OF WORKS: EXCLUSIONS OF THE PROJECT SCOPE

- Electrical systems
- Mechanical services
- HVAC upgrades
- Landscaping works
- Access Control

6. COMPLIANCES WITH STANDARDS AND REGULATIONS

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

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

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

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

7. DRAWINGS

The drawings will be available during site briefing .

8. PROCUREMENT MANAGEMENT

a. Preferential procurement procedures

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

8.1.1. Requirements for the sourcing and engagement of labour.

- 8.1.1.1 The rate of pay for all employment aspects i.e., skilled, semi-skilled and unskilled is to comply with the applicable government gazette standards.
- 8.1.1.2 The Contractor shall endeavor to ensure that the expenditure on the employment of temporary workers is in the following proportions:
 - a) 50 % women;
 - b) 25% youth who are between the ages of 18 and 25; and
 - c) 2% on persons with disabilities.

8.1.2 Specific provisions pertaining to SANS 1914-5

8.1.2.1 Definitions

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

8.1.2.2 Contract Participation Goal

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

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

9. MANAGEMENT

a. Recording of weather

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

b. Unauthorised persons

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

c. 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.

d. Forms for contract administration

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

e. Payment certificates

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

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

10. CONDITIONS OF CONTRACT

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

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

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



Part C4: PROJECT AND SITE INFORMATION

SITE INFORMATION

The project is situated in Glenwood Office Park, Cnr. Oberon & Sprite Streets, Faerie Glen, Pretoria, 0043.



ANNEXURE

ANNEXURE A

Annexure A: Contractor's Monthly Report Template

CONTRACTOR'S MONTHLY REPORT

Part 1

Bid number:	
Project name:	
Project description:	
Contract number:	
Name of Contractor:	
Payment certificate number:	
For month ending:	
Date of report:	

The Contractor's monthly report comprises an integral part of the Contractor's payment certificate and must be submitted together with the payment claim. The payment certificate will not be processed without this signed report, i.e. "NO REPORT – NO PAYMENT".

Attachments:

Part 2: Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project

Part 3: Weekly Task Wage Register

Part 4: Local Labour Schedule

[illegible]

Bidder's Signature



A : Project Information	IDT Beneficiary Reconciliation Form (BRF)															 Contractor/SP Stamp/Logo																																					
	Year _____ Programme Name _____ Programme Number _____ Month _____ Project Name _____ Project Number _____ Site name (if applicable) _____																																																				
	<table border="1" style="width:100%; border-collapse: collapse; font-size: 0.8em;"> <tr> <td>1 01-Brick Layer</td><td>2 02-Carpentry/Joinery</td><td>3 03-Carpert Fitter</td><td>4 04-Electrician</td><td>5 05-General Worker</td><td>6 06-Metal Worker</td></tr> <tr> <td>7 07-Plumber</td><td>8 08-Plaster</td><td>9 09-Tiler</td><td>10 10-Waste Administrator</td><td>11 11-Refuse Collector</td><td>12 12 Plant Operator</td></tr> <tr> <td>13 13-Porter</td><td>14 14 HBC-Care Giver</td><td>15 15 Machine Operator</td><td>16 16 Herbicide Applicator</td><td>17 17 WFW/OVP Contractor</td><td>18 18 Supervisor</td></tr> <tr> <td>19 19 Health & Safety Rep</td><td>20 20 Driver</td><td>21 21 First Aider</td><td>22 22 Painter</td><td>23 23 Glazier</td><td>24 24 ECD Practitioner</td></tr> <tr> <td>25 25 Youth Worker</td><td>26 26 HIV/AIDS Counsellor</td><td>27 27Auxilliary Worker</td><td>28 28 HIV/AIDS Mentor</td><td>29 29 Testor Coordinator</td><td>30 30 Child Minder</td></tr> <tr> <td>31 31 Training Facilitator</td><td>32 32 Peer Educator</td><td>33 33 Recr Practitioner</td><td>34 34 Safe Park Coordinator</td><td>35 35 Community Facilitator</td><td></td></tr> </table>																1 01-Brick Layer	2 02-Carpentry/Joinery	3 03-Carpert Fitter	4 04-Electrician	5 05-General Worker	6 06-Metal Worker	7 07-Plumber	8 08-Plaster	9 09-Tiler	10 10-Waste Administrator	11 11-Refuse Collector	12 12 Plant Operator	13 13-Porter	14 14 HBC-Care Giver	15 15 Machine Operator	16 16 Herbicide Applicator	17 17 WFW/OVP Contractor	18 18 Supervisor	19 19 Health & Safety Rep	20 20 Driver	21 21 First Aider	22 22 Painter	23 23 Glazier	24 24 ECD Practitioner	25 25 Youth Worker	26 26 HIV/AIDS Counsellor	27 27Auxilliary Worker	28 28 HIV/AIDS Mentor	29 29 Testor Coordinator	30 30 Child Minder	31 31 Training Facilitator	32 32 Peer Educator	33 33 Recr Practitioner	34 34 Safe Park Coordinator	35 35 Community Facilitator		Please indicate the beneficiary skill by capturing the code on Beneficiary Information
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Part 4

LOCAL LABOUR SCHEDULE

1. Summary of day tasks worked and amount spent on local labour this month

Week No.	Week Ending	Total Day Tasks / Person Days Worked <i>Total of 3(A) from Part 3 for each week</i>	Total Amount Paid <i>Total of 3(B) from Part 3 for each week</i>
1			
2			
3			
4			
5			
Total this month			

2. Summary of amount spent on local labour to date

1. Previous amount spent on local labour (from previous claim)	R
2. Amount spent on local labour this month (from total above)	R
3. Total amount spent on local labour to date (3.)=(1.+2.)	R

3. Local labour schedule

Summary of Local Labour Employed <i>Refer to Part 2</i>	Number of local workers who worked on the project to date	% of Total
1. Total number of individual local workers who have worked on the project		100%
2. Number of local youth (25 yrs and under) (columns B plus D)		
3. Number of local women (columns A plus B)		

Completed by:

.....
signed

.....
initials and surname

.....
capacity

.....
date

ANNEXURE B

Annexure B: Drawings

The following drawings will be attached to this tender:

No.	Drawing Name	Drawing Number
1.	Ground Floor Plan, Section A-A	Drawings will be issued on the day of the site briefing

ANNEXURE C

Annexure C: Pro Forma Notification Form from Department of Labour

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993



**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014**

[In terms of Regulation 4 of the Construction Regulations 2014, the successful Tenderer must complete and forward this form prior to commencement of work to the office of the Department of Labour.]

1. (a) Name and postal address of Contractor:
- (b) Name of Contractor's contact person:
Telephone number:
2. Contractor's compensation registration number:
3. (a) Name and postal address of client:
- (b) Name of client's contact person or agent:
Telephone number
4. (a) Name and postal address of designer(s) for the project:
.....
- (b) Name of designer's contact person:
Telephone number
5. Name of Contractor's construction supervisor on site appointed in terms of
Regulation 6(1): Telephone number:
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 8(8).
.....
7. Exact physical address of the construction site or site office:
.....
8. Nature of the construction work:
.....
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site: Male:..... Female:.....
12. Planned number of subcontractors on the construction site accountable to Contractor:
13. Name(s) of subcontractors already chosen:
.....

SIGNED BY:

CONTRACTOR: DATE:

IDENTITY NUMBER:

CLIENT: DATE: