Glenwood Office Park Cnr. Oberon & Sprite Streets
Faerie Glen 0043
PO Box 73000, Lynnwood Ridge 0040
Tel: (012) 845 2000
www.idt.org.za

BID NO. IDTKN27DOE010

TURNKEY ERADICATION OF PIT LATRINE UNDER PINETOWN AND UMLAZI DISTRICT - KWAZULU-NATAL PROVINCE

ADDENDUM NO.1: DATE OF ISSUE 08 JULY 2026

This addendum is for the following items and shall form part of the submission document/s;

The whole bid document is officially replaced by the attached

The bidder shall ensure that the above pages are submitted with the bid document.

ACKNOWLEDGEMENT OF RECEIPT

Please sign the acknowledgement below and ensure that the acknowledgement of receipt is included in the bid returnables.

Service Provider Name: …….

Telephone number: …….

Fax Number: …….

Person Responsible for the Bid: …….

Designation: …….

Signature: …….

Date: …….

Board of Trustees: Ms. Zimbini Hill (Chairperson), Prof. Raymond Nkado (Deputy Chairperson), Ms. Lerato Kumalo, Ms. Thobile Maloka, Dr. Deenadayalen Konar, Mr. Neil Jansen, Mr. Derek Naidoo, Ms. Sekadi Phayane-Shakhane, Ms. Bongekile Zulu, Mr. Matodzi Ratshimbilani, Prof. Stella Bvuma, Mr. Wayne Manthe

Acting Chief Executive Officer: Mr. Sifiso Nsibande

INDEPENDENT DEVELOPMENT TRUST

TENDERING PROCEDURES, RETURNABLE DOCUMENTS, AGREEMENT AND CONTRACT DATA

TURNKEY ERADICATION OF PIT LATRINE UNDER PINETOWN AND UMLAZI DISTRICT - KWAZULU-NATAL PROVINCE

TENDER NO: IDTKN27DOE010

TENDER CLOSING DATE: 17 JULY 2026 @12H00

Independent Development Trust

22 Dorothy Nyembe Street
The Marine Building
04th Floor, Durban
4000

Contact: (031) 369 7400
Name: Miss Nondumiso Ndwandwe (SCM)
E-mail: NondumisoN@idt.org.za

Independent Development Trust

22 Dorothy Nyembe Street
The Marine Building
04th Floor, Durban
4000

Contact: (031) 369 7400
Name: Mr Mondli Mhlungu (Technical)
E-mail: MondliM@idt.org.za

Bidder: . . . . . .

CIDB Registration Number: . . . . . **5GB (GENERAL BUILDING) OR HIGHER**

CSD Registration Number: . . . . . .

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

Amount in words: . . . . . .

. . . . . .

Contents

Number	Heading	Page	Colour
The Tender			
Part T1: Tendering procedures			
T1.1	Tender Notice and Invitation to Tender	4 – 8	
T1.2	Tender Data	9 – 30	White
T1.3	Specifications for the Employment of SMME Subcontractors (NOT APPLICABLE)	31 – 39	White
Part T2: Returnable documents			
T2.1	List of Returnable Documents	40 – 42	White
T2.2	Returnable Schedules	43 – 102	White
The Contract			
Part C1: Agreement and Contract Data			
C1.1	Form of Offer and Acceptance	103 – 107	White
C1.2	Contract Data	108 – 128	White
C1.3	Construction Guarantee	129 – 132	White
C1.4	Adjudicators Agreement	133 – 135	White
C1.5	Waiver of the Lien (NOT APPLICABLE)	136 – 137	White
C1.6	Agreement In Terms Of Section 37(2) Of OHS	138 - 140	White
Part C2: Pricing Data			
C2.1	Pricing Instructions	3 – 6	White
C2.2	Bills of Quantities	7 – 134	White
Part C3: Scope of Work			
C3.1	Scope of Work	135 – 144	White
C3.2	Work Specifications	145 – 160	White
Part C4: Site information			
C4	Site Information	161 – 162	White
ANNEXURE – See Attched			
A	Occupational Health & Safety Specification (OHS)		White
B	Drawings		White

DOCUMENT CHECKLIST

This document checklist is provided to assist the Tenderer.

		ITEMS	CHECKED
1		Returnable Schedules in Section T2.2	☐
2		Correct Tender Offer carried forward to **C1.1 Form of Offer and Acceptance** and the Form of Offer duly completed and signed…….…..…….	☐
3		Bill of Quantities:	
	i)	Completed in **legible INK** only……....…….……....….....	☐
	ii)	Corrections crossed out and initialled …….….……....….....	☐
4		Contract specific data provided by the Contractor ……..…...…....…..…..	☐

T1.1 TENDER NOTICE AND INVITATION TO TENDER

INDEPENDENT DEVELOPMENT TRUST

TURNKEY ON ERADICATION OF PIT LATRINE UNDER PINETOWN AND UMLAZI DISTRICT - KWAZULU-NATAL PROVINCE

T1.1 Tender Notice and Invitation to Tender

On behalf of the Department of Public Works, the Independent Development Trust, invites bidders for the **TURNKEY ON ERADICATION OF PIT LATRINE UNDER PINETOWN AND UMLAZI DISTRICT - KWAZULU-NATAL PROVINCE**

Only bidders, who meet the following requirements will be eligible for this bid;

Administrative Requirements:

- Proof of Central Supplier Database (CSD) Registration, a full report must be submitted
- Copy of Consolidated CSD for Joint Venture parties
- Proof of Valid Tax Clearance with Tax Compliance Pin Certificate (TCC)
- Proof of tender document purchase in the name of the bidding entity.
- Proof of Mandatory Company Registration Certificates (CIPC Certificate), and original certified copies of ID's for all members.

Mandatory Requirements:

- Proof of Valid and Active CIDB Registration Certificate- Grade **5GB or Higher**
- Proof of Valid and Active COIDA Certificate from **DOL / RMA / FEM**
- Fully completed and signed Invitation to Bid (SBD 1).
- Fully completed and signed Bidder's Disclosure (SBD 4).
- Fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1).
- Completion of Form of Offer in the tender document in full
- Completion of Certificate of Authority for Signatory in full
- Copy of the Joint Venture Agreement signed by both parties (where applicable including apportionment of the JV)
- The Bid Document must be completed in full using hand and black permanent ink only
- Completion of Bills of Quantities, in full with a correct 15% VAT
- Attendance of Compulsory Site Briefing Meeting Certificate must be original, signed and stamped. A copy will not be accepted.
- Valid and Active Public Liability Insurance Cover **(R5 Million or above)**
- Valid and Active professional indemnity insurance (**R5 Million or above)**
  (Professional Indemnity covering all disciplines must be provided. IF the contractor has indemnity - the cover must cover all professional disciplines. If each professional carries their own indemnity, then each professional must submit its indemnity).
- CV and Original Certified Qualifications for Proof of Professional Registration of the :
  - Construction Project Manager as a PrCPM / PrCM (with SACPCMP)
  - Quantity Surveyor (SACQSP – Pr. QS)
  - Civil Engineeer (ECSA) - Pr. Eng./Pr. Tech (ECSA)
  - Structural Engineer (ECSA) - Pr. Eng./Pr. Tech (ECSA)
  - Geotechical Engineer (ECSA) - Pr. Eng./Pr. Tech (ECSA)
  - Occupational Health and Safety Manager PrCHSA / PrCHSM (with SACPCMP)

(originally certified professional registration document not a copy of a certified document and Bidders must clearly specify which resource CV is offered for the tender required discipline - CV will not be assessed for any other discipline .nly one (1) resource CV per discipline will be assessed.)

Note:

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

(ii) Failure to complete and sign any designated spaces in the bid document shall result in immediate disqualification of the bid.

(iii) If any of the Directors are listed on the Register of Defaulters, it shall result in the disqualification of the bid

(iv) If any of the Directors are in the employment of the State, it shall result in the disqualification of the bid.

Only competent bidders who are competent in the advertised work and who have exceeded the minimum functionality threshold will be evaluated on a 80/20 (Price / Specific goals) points based on the Treasury Regulations of 2022, where functionality will be evaluated as follows:

Stage 1:

Criteria	**Points Allocation**
Proof of experience in building projects (i.e. building works)	35 points
Qualified professional staff in the civil/building engineering field	30 points
Detailed technical approach and project programme with timelines	15 points
Financial viability	20 points
Total	**100 points**
NB: Minimum qualifying threshold **70% (70 points)**	

Stage 2:

The 80/20 Preferential Point System will be applied, where 70 points will be allocated for price and 20 points for specific goals. In order to Claim and be awarded points bidders must evidence that they belong to the targeted group specified.Only bidders who obtain 70% (70 points) minimum functionality threshold will be evaluated further.

Bidders bidding as joint ventures / consortiums are required to submit an original consolidated Full CSD Registration Report in order to qualify for points for the Specific Goals status.

SPECIFIC GOALS points are allocated as follows:

The maximum points for this tender are allocated as follows:

	POINTS	
PRICE	**90**	**80**
SPECIFIC GOALS	**10**	**20**
TARGETED GROUP		
Women	3	6
Youth	3	6
People with Disabilities	2	4
Black People	2	4
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	**100**	**100**

There is compulsory site briefing / clarification meeting to be attended 08 July 2026 online via Microsoft Teams link : https://teams.microsoft.com/meet/331091803467624?p=txoIF0tTQQu5dq2C2f

Joining time will be 11h:00 am, No Late Access would be allowed.

T1.2 TENDER DATA

INDEPENDENT DEVELOPMENT TRUST

TURNKEY ON ERADICATION OF PIT LATRINE UNDER PINETOWN AND UMLAZI DISTRICT - KWAZULU-NATAL PROVINCE

T1.2 Tender Data

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

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

The additional conditions of tender are:

Clause number	Tender Data for BID NO: IDTKN27DOE010
F.1.1	The employer is the **Independent Development Trust.** **General** (add the below) **Actions** The words **"tender"** and **"bid"** in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning, similarly the words "Service Provider" and "tendering Service Provider" are interchangeable and are deemed to have the same meaning. Unless inconsistent with the context, the masculine gender includes the feminine and neuter genders and vice versa, and the singular includes the plural and vice versa. In this document, words and expressions signified in the text by the use of capital initial letters, shall have the meanings defined in the Standard Professional Services Contract except where the context otherwise requires. By submitting a tender in response to T1.1 Notice and Invitation to Tender above, the Service Provider binds himself to a pacturn de contrahendo (contract aimed at conclusion of another contract), the terms of which are contained in the Standard Conditions of Tender and T1.2 Tender Data The employer is the Independent Development Trust
F.1.2	The tender documents issued by the employer comprises: **THE TENDER** Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules **THE CONTRACT** Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's appointment C1.5 Waiver of Lien (NOT APPLICABLE) C1.6 Agreement In Terms of Section 37(2) of OHS

	Part C2: Pricing data C2.1 Pricing instructions C2.2 Bills of quantities Part C3: Scope of work C3.1 Scope of work C3.2 Work Specifications C3.3 Particular Specifications Part C4: Site information C4.1 Locality Map **ANNEXURES:** (A) Drawings (Attached) (B) Occupation Health & Safety Specification (OHS)

Clause number	Tender Data for BID NO: IDTKN27DOE010
F.1.4	The employer's: Independent Development Trust 04th Floor The Marine Building 22 Dorothy Nyembe Street Durban 4000 Miss Nondumiso Ndwandwe on 031 369 7400 or email to NondumisoN@idt.org.za
F.2.1 **F.2.1.1** **F.2.1.1.1** **F.2.1.1.2**	**Eligibility** Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders: 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 5GB or higher,** class of construction work. Joint ventures are eligible and preferred with particular reference to local participation and as such submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the **Grade 5GB or higher,** class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development (CIDB) Regulations is equal to **5GB or higher,** contractor grading designation determined in accordance with the sum tendered for a **(GB) General Building** class of construction work Key Personnel In order to be considered for an appointment in terms of this tender, the tenderer must have the following key personnel in its permanent employment 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-contractor agreement, will be acceptable. Such undertaking must be attached to the "Key Personnel" schedule, Part T2.2: 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 construction manager who will be the single-point of accountability and responsibility for the management of the construction works, and who is a a holder of a National Diploma in Building Engineering or relevant qualification and with more than 10 years post qualification experience

Clause number	Tender Data for BID NO: IDTKN27DOE010
F.2.6	**Acknowledge addenda** Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time. If the Addenda has financial implications, failure to acknowledge the addenda may eliminate your bid from evaluation . This is due to incomparability of offers with the rest of the bidders.
F.2.7	**Clarification Meeting** There is compulsory site briefing / clarification meeting to be attended 08 July 2026 online via Microsoft Teams link :https://teams.microsoft.com/meet/331091803467624?p=txoIF0tTQQu5dq2C2f joining time will be 11h:00 am. Tenderers must be marked on the attendance register according to name of the tendering entity. Addenda if any, will be issued to tenderers appearing on the attendance register.
F.2.8	**Seek clarification** Tenderers can request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time date stated in F.2.15.
F2.9	**Insurances** Refer to contract data for insurance requirements (Section C1.2).
F2.10	**Project Duration** The contract period is 08 months (2 weeks design, 6 months construction, a 4-weeks defects period and 2 weeks documentation), as detailed in the Contract Data (C1.2).
F.2.11	**Alterations to documents** Do not make any ALTERATIONS or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such ALTERATIONS. Erasures and the use of masking fluid are prohibited.
F.2.12	**Alternative Tender Offers** No alternative tender offers will be considered.
F.2.13	**Submitting a Tender Offer**
F.2.13.4 F2.13.5 F.2.13.6 F.2.13.7	The tenderer will sign the original of the tender offer. **The tenderer will seal the original tender offer** Two-envelope system – **No** The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Employer's address: **KZN Regional Office** **04th Floor, The Marine Building** **22 Dorothy Nyembe Street** **Durban 4000** Identification details: **Description: TURNKEY ON ERADICATION OF PIT LATRINE UNDER PINETOWN AND UMLAZI DISTRICT - KWAZULU-NATAL PROVINCE** **Tender Number IDTKN27DOE010**

F.2.13.9	Accept that tender offers submitted by facsimile, e-mail or reproduced will be rejected by the employer. Tender documents must be submitted in an original format as issued by the employer.
Clause number	**Tender Data for BID NO: IDTKN27DOE010**
F.2.15 F.2.15.1	**Closing Time of Tender** The tender closing date is **17 July 2026, at 12h00**. Location of tender box: KZN Regional Office 04th Floor, The Marine Building 22 Dorothy Nyembe Street Durban 4000 Telephonic, telegraphic, telex, facsimile or e-mailed and late tender offers will not be accepted.
F.2.16 F.2.16.1	**Tender Offer Validity** The bidder is required to hold the tender offer valid for a period of **90 calendar days** *(from the bid closing date)*.
F.2.19	**Inspections, Tests and Analysis** Access shall be provided for inspections, tests and analysis as may be required by the employer.
F.2.23	**Certificates** The bidder is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB) and proof of Registration on the Central Supplier Database (CSD) with a Compliant Tax Status; copy of the tax clearance with Tax Compliance Pin issued by the South African Revenue Services. Where a bidder bids through joint venture formation, such bidder should include a notarised joint venture agreement duly signed by each partner of such joint venture and an consolidated CSD registration report. Each partner / member of the joint venture shall submit a Tax Compliance Pin.
F.3.4	**Opening of Tender Submissions** Tenders will be opened shortly after tender closing.
F.3.5	**Evaluation of Tender Offers** The procedure for the evaluation of a responsive tender will be in terms of the Preferential Procurement Regulations 2022 on a 100 points preference on pricing system.

F.3.11.3	The procedure for the evaluation of responsive tenders is **Method 4** The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of W_1 is: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R50 000 000 Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

STAGE ONE FUNCTIONALITY CRITERIA FOR TURNKEY ON ERADIVATION OF PIT LATRINE UNDER PINETOWN AND UMLAZI SCHOOLS

00	Description	Total Points allotted	Points	Points Claimed
1	**PROOF OF EXPERIENCE IN BUILDING PROJECTS ON SCHOOLS STRUCTURES INCLUDING ABLUTIONS (I.E. BUILDING WORKS)**	**MAX POINTS 35**		
	Three similar projects (R6 million – And above)		35	
	Three similar projects (R3 million – R5,49 million)	35	25	
	Two similar projects (R6 million – And above)		20	
	Two similar projects (R3 million – R5,49 million)		15	
	One similar project (R6 million – And above)		10	
	One similar project (R3 million – R5,49 million)		05	
	Non-submission, irrelevant evidence and incomplete evidence		**00**	
	• *The bidder must submit appointment letter(s) with the project value, Completion Certificate(s) of each project(s) completed. The letter(s) and certificate(s) must be signed and dated by the client in order to be considered.* • *Bidder must submit appointment letter and completion certificate of the same completed project in order to be allocated points, failure to submit either of the documents, no points will be allocated to the bidder on that particular completed project.* • *In the case where a bidder was appointed as a Sub-Contractor, the appointment letter(s) and completion certificate(s) of the main contractor by the client department who made the appointment must be submitted.* • ***Appointment letter (Company Experience) older than 10 years will not be considered as it will be deemed unreliable)*** • *Only relevant appointment letters of similar project nature will be considered.* • ***NOTE: Failure to submit any of the above requirements will results in no points being awarded to the bidder.***			
2	**QUALIFIED PROFESSIONAL STAFF IN THE CIVIL/BUILDING ENGINEERING FIELD**			**MAX POINTS**
	Points allocated for required (i) Competencies, (ii) Qualifications (i.e. Degree / Diploma) (iii) Submission of CVs (iv) Submission of relevant certified (not older than 3 months) evidence of qualifications and certifications of allocated personnel (Required Key Project Resources).			**30**
	3.1 Construction Project Manager (SACPCMP REGISTERED)			
	(i) 10 years or more experience on projects in relevant category (14)	**Max 5 Points**	**05**	
	(ii) 5-10 years experience on projects in relevant category (10)		**02**	
	(iii) Less than 5 years experience on projects in relevant category (0)		**0**	
	3.2 Quantity Surveyor (QS) (SAQSP REGISTERED)			
	(i) 10 years or more experience on projects in relevant category (10)	**Max 5 Points**	**05**	
	(ii) 5-10 years experience on projects in relevant category (6)		**02**	
	(iii) Less than 5 years experience on projects in relevant category (0)		**0**	
	3.3 Civil Engineer (CE) (ECSA REGISTERED)			
	(i) 10 years or more experience on projects in relevant category (10)	**Max 5 Points**	**05**	
	(ii) 5-10 years experience on projects in relevant category (6)		**02**	
	(iii) Less than 5 years experience on projects in relevant category (0)		**0**	
	3.4 Structural Engineer (SE) (ECSA REGISTERED)			
	(i) 10 years or more experience on projects in relevant category (10)	**Max 5 Points**	**05**	
	(ii) 5-10 years experience on projects in relevant category (6)		**02**	
	(iii) Less than 5 years experience on projects in relevant category (0)		**0**	
	3.5 Geotechnical Engineer (GE) (ECSA REGISTERED)			
	(i) 10 years or more experience on projects in relevant category (10)	**Max 4 Points**	**04**	
	(ii) 5-10 years experience on projects in relevant category (6)		**02**	
	(iii) Less than 5 years experience on projects in relevant category (0)		**0**	
	3.6 Occupational Health & Safety (OHS) Manager/Agent (SACPCMP REGISTERED)			
	(i) 10 years or more experience on projects in relevant category (10)	**Max 4 Points**	**04**	
	(ii) 5-10 years experience on projects in relevant category (6)		**02**	
	(iii) Less than 5 years experience on projects in relevant category (0)		**0**	

	3.7 Site Agent (Relevant Qualification (Minimum National Diploma / in the build environment professional) (i) 5 -10 years experience on projects in relevant category (3) (ii) Less than 5 years experience on projects in relevant category (0) **NB: Points allocation with submission of all required documented and will be rounded off to the nearest lowest number)**	**Max 2 Points**	**02** **00**	
	Non – Submission			
	Non-submission, irrelevant evidence and incomplete evidence.		**00**	00
	Bidders must submit CV(s) and original certified copies with dates of the qualification not older than three months in order to be allocated points in this criteria, failure to submit either of the document will results in no points being awarded to the bidder.	**Only one (1) resource CV per discipline will be assessed.**		
3	**DETAILED TECHNICAL APPROACH AND PROJECT PROGRAM WITH TIMELINES**	**MAX POINTS 15**		
	The programme should be a detailed double-linked critical path programme preferably in **CCS / Microsoft projects format** in electronic format and take into consideration the following: (i) **(Excellent)** - No logic errors (dangling links), logical and realistic critical path, fully resourced, baseline set, and aligns with contract requirements. (ii) **(Very Good)** - Mostly Compliant Minor errors that do not affect the critical path. Good WBS structure, realistic durations. (iii) **Good** - Partially Compliant Some logic gaps, limited resource loading, or minor inaccuracies in the critical path that require revision. (iv) **(Fair)** - Major errors (e.g., negative float, too many constraints), inaccurate critical path, unrealistic durations. (v)**Poor** - No logic, no WBS, or incorrect project completion date. Cannot be used for tracking. ***Program timelines to be in working days not in calendar days***. The overall programme will be evaluated on the scale of 1-5 (with 15 = excellent; 12 = very good; 09 = good; 06 = fair; 03 = poor ; 00= Non Submission)	**15**	Excellent Very Good Good Fair Poor Non-Submission	**15** **12** **09** **06** **03** **00**
	FINANCIAL VIABILITY	**MAX POINTS 20**		
	• Signed and stamped Credit Facility from Accredited Financial Institution of **R3 Million.** • Signed and stamped Credit Facility/ Bank Overdraft letter from Accredited Financial Institution of **R3 Million.** • Stamped Bank Statement from Accredited Financial Institution of **R3 Million.** **Submitted evidence must not be older than Three (3) months.**	**20**	**20**	
	• Signed and stamped Credit Facility from Accredited Financial Institution of **R1,5 Million.** • Signed and stamped Bank Overdraft letter from Accredited Financial Institution of **R1,5 Million.** • Stamped Bank Statement from Accredited Financial Institution of **R3 Million.** **Submitted evidence must not be older than Three (3) months.**		**10**	
	Primary Evidence (Mandatory for Liquidity, Solvency and Revenue Assessment): • Financial statements not older than two (2) financial years, audited by a registered accountant. • Bank confirmation letter confirming the existence of an active banking relationship or facility. *(A bank confirmation letter shall not be used to assess liquidity ratios, net asset position or turnover.*) **Objective Financial Indicators and Evidence Mapping** The Bid Evaluation Committee shall verify the following objective indicators: Bidders will be evaluated on the following indicators: • Liquidity (Ability to pay obligations): Current Assets ÷ Current Liabilities to be greater or equal to 1 • Net Assets (Solvency): Total Assets – Total Liabilities to be positive result • Revenue (Capacity) – Annual revenue to be R3 million and above Evidence to be verified by a registered accountant.			
	• Non submission and thresholds lower than above		**0**	
	TOTAL POINTS CLAIMED	**100**		
	QUALIFYING POINTS AND PERCENTAGE	**70 POINTS**		**70%**

Clause number	Tender Data for BID NO: IDTKN27DOE010
F.3.13 F.3.13.1	**Acceptance of Tender Offers** Tender offers will only be accepted if: a) the tenderer is registered on CSD and has submitted an original Copy Tax Clearance Certificate with PIN issued by the South African Revenue Services; b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; d) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; e) the tenderer has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are not permitted to submit tenders or participate in the contract; f) has completed the Compulsory Supplier Questionnaire - Contractors and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. g) the tenderer has submitted the CIPRO documentation and certified copies of ID's for all members; h) the tenderer completed, signed and witnessed form of offer; i) the tendered is in good standing with Companstion for Occupational Injuries and Diesease Act (COID); j) the tenderer has submitted a fully prices Bill of Quantities; k) the tenderer attended a compulsory briefing session and completed attendance register or certificate of attendance is signed by the representative of the Employer.
F.3.14	**Notice to Unsuccessful Tenderers** Should tenderers not hear from the IDT within ninety (90) calendar days of closure, they should consider their submission unsuccessful. Award will be posted on I-tender/CIDB website within 21 days of award otherwise No written notification directed to each tenderer will be issued by the Employer to unsuccessful tenderers.
F.2.8	**Seek clarification** Request clarification of the tender documents if necessary by notifying the employer **at least five working days before the closing Date** stated in the tender data
F.3.18	**Provide Copies of the Contract** The number of paper copies of the signed contract to be provided by the employer is one.
	The additional conditions of tender are: 1 The employer is not obliged to accept the lowest bidder.

ANNEXURE F : STANDARD CONDITIONS OF TENDER

(As contained in ADDENDUM F of the CIDB Standard for Uniformity in Construction Procurement)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

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

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

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

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

a) **Conflict of interest** means any situation in which:
   i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
   ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
   iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **Comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis

c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

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

e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 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, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information DPWs not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system (Not Applicable for this Bid)

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

In line with the provisions of F.2.3, the tenderer is to ensure that all contents of this bid are well understood for the provision of an accurate and honest bid. If not the tenderer is encouraged to adhere to the provisions of F.2.8. No additional funds shall be provided to the tenderer for errors arising out of this bid document.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

The tenderer is encouraged to go through all contents of the tender document as seek clarification where applicable. Any assumptions made by the bidder without prior confirmation by the Employer and his agent shall be at the tenderers own risk.

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 ALTERATIONS to documents

Not make any ALTERATIONS or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such ALTERATIONS. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. 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.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated

otherwise in the tender data.

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

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

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

F.2.16 Tender offer validity

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

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

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 DPWs not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencial arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Disposal of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

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

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system - No

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

practices.

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

a) the gross misplacement of the decimal point in any unit rate;
b) omissions made in completing the pricing schedule or bills of quantities; or
c) arithmetic errors in:
   i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
   ii) the summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data:

F.3.11.2 Method 1: Financial offer	In the case of a financial offer: a) Rank tender offers from the most favourable to the least favourable comparative offer. b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so. c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.
F.3.11.3 Method 2: Financial offer and preferences	In the case of a financial offer and preferences: a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8. b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula: $T_{EV} = N_{FO} + N_P$ where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8. c) Rank tender offers from the highest number of tender evaluation points to the lowest. d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated
F.3.11.4 Method 3: Financial offer and quality	In the case of a financial offer and quality: a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any. b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula: $T_{EV} = N_{FO} + N_Q$ where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9. c) Rank tender offers from the highest number of tender evaluation points to the lowest. d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated

F.3.11.5 Method 4: Financial offer, quality and preferences	In the case of a financial offer, quality and preferences: a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any. b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data: $T_{EV} = N_{FO} + N_P + N_Q$ where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8. N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.. c) Rank tender offers from the highest number of tender evaluation points to the lowest. d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

N_{FO} = W_1 x A where:
N_{FO} = the number of tender evaluation points awarded for the financial offer.
W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Basis for comparison	Option 1[a]	Option 2[a]
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P
[a] P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:
$N_Q = W_2 \times S_O / M_S$

where: S_O is the score for quality allocated to the submission under consideration;
M_S is the maximum possible score for quality in respect of a submission; and
W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it DPWs not present any unacceptable commercial risk and only if the tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
c) has the legal capacity to enter into the contract,
d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
e) complies with the legal requirements, if any, stated in the tender data, and
f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

a) addenda issued during the tender period,
b) inclusion of some of the returnable documents, and
c) other revisions agreed between the employer and the successful tenderer.

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

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to successful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

T1.3 SPECIFICATION FOR THE EMPLOYMENT OF SMME SUBCONTRACTORS

NOT APPLICABLE TO THIS CONTRACT.

No mandatory SMME subcontracting specification applies to this contract, as the estimated contract value is below R30 million. Preferencing for specific goals (where applicable) is dealt with under the Tender Data and the Returnable Schedules in terms of the Preferential Procurement Regulations, 2022.

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

List of returnable documents are for ensuring that everything the employer requires a tenderer to submit with his tender is included in, or returned with, his tender submission. Tick below if returnable document is attached or completed properly.

#	LIST OF RETURNABLE DOCUMENTS	TICK IF ATTACHED
T2.1.1	Invitation to Bid SBD 1	
T2.1.2	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022	
T2.1.3	Proof or documentation required in terms of this tender to claim points for specific goals	
T2.1.4	Valid VAT Certificate	
T2.1.5	CSD Registration - Copy Tax Clearance Certificate (Valid Tax Pin Certificate)	
T2.1.6	Joint Venture Agreement Between Parties (If applicable)	
T2.1.7	Parties Cancelled Cheque or Original Letter From Bank	
T2.1.8	Letter from the Bank Stating All Signatories	
T2.1.9	Identity Documents (Original Certified Copy)	
T2.1.10	Contractor's Copy of Registration of Incorporation or Company Registration Documents & Share Certificates	
T2.1.11	CIDB Registration	
T2.1.12	Copy of a Valid Letter of Good standing i.e. COIDA Certificate from DOL / RMA / FEM	
T2.1.13	Public Liability Insurance Cover (R5m or above)	
T2.1.14	Compulsory Enterprise Questionnaire (if applicable)	
T2.1.15	Bidder's Disclosure SBD 4	
T2.1.16	Signed Certificate of Attendance At Compulsory Briefing	
T2.1.17	Certificate of Authority For Signatory	
T2.1.18	Record of Addenda to The Tender Documents (If applicable)	
~~T2.1.19~~	~~Tenderer's Financial Standing (Recent/Latest Three Year Signed and Audited Annual Financial Statements or signed & stamped bank rating letter by certified banker)~~	-
T2.1.20	Amendments, Qualifications And Alternatives	
T2.1.21	Socio Economic Upliftment Strategy	
~~T2.1.22~~	~~Proposed 30% Sub - Contractors~~	-
T2.1.23	Contractor's Health And Safety Declaration	
T2.1.24	Safety Health Environmental And Quality Management System (SHEQ) Plan	
T2.1.25	Project Experience	
T2.1.26	Letters of Appointment, and Relevant Completion Certificates (Practical Completion, Work Completion & Final Completion)	
~~T2.1.27~~	~~Client References~~	-
T2.1.28	Key Personnel	
T2.1.29	Preliminary Programme Schedule	
T2.1.30	Schedule of Plant And Equipment	
	Fully Priced Bill of Quantities	

MANDATORY DOCUMENTS:	
Id	**Details**
1.	Proof of Central Supplier Registration (CSD)
2.	Valid Tax Clearance Certificate / Tax Pin to verify Tax Compliance Status
3.	For Joint Venture parties, Proof of Consolidated CSD
4.	Valid and Active CIDB Grading of 5GB and above (or higher)
5.	Completion and signing of all the attached SBD Forms (SBD 1)
6.	Completion and signing of all the attached SBD Forms (SBD 4)
7.	Completion and signing of all the attached SBD Forms (SBD 6.1)
8.	Valid Letter of Good standing i.e. COIDA Certificate from DOL / RMA / FEM
9.	Public Liability Cover/ Letter of Intent specific to the project (R10m or above)
10.	Valid and Active professional indemnity insurance (R5 000 000.00 or above)
11.	CV and Certified Qualifications for Professionally Registered Construction Project Manager as a PrCPM / PrCM (with SACPCMP)
12.	CV and Certified Qualifications for Professionally Registered Quantity Surveyor (SACQSP – Pr. QS)
13.	CV and Certified Qualifications for Professionally Registered Civil Engineeer (ECSA) - Pr. Eng./Pr. Tech (ECSA)
14.	CV and Certified Qualifications for Professionally Registered Structural Engineer (ECSA) - Pr. Eng./Pr. Tech (ECSA)
15.	CV and Certified Qualifications for Professionally Registered Geotechical Engineer (ECSA) - Pr. Eng./Pr. Tech (ECSA)
16.	CV and Certified Qualifications for Professionally Registered Occupational Health and Safety Manager PrCHSA / PrCHSM (with SACPCMP)
17.	Completion, Signing and witnessing the Priced Form of Offer (Words & Numerically)
18.	JV Agreement signed by all parties (where applicable) and also indicating % share split

T2.A RETURNABLE SCHEDULES (ALL COMPULSORY)

T2.1A RETURNABLE SCHEDULES

Contains documents that the tenderer is required to complete for the purpose of evaluating tenders and other schedules which upon acceptance become part of the subsequent contract.

#	QUALITY EVALUATION SCHEDULES
T2.1.24	Safety Health Environmental And Quality Management System (SHEQ) Plan
T2.1.25	Project Experience
T2.1.26/27	Letters of Appointment, and Relevant Completion Certificates (Practical Completion, Work Completion & Final Completion)
T2.1.28	Key Personnel (Refer to page 87 for template for Key Personnel)
T2.1.29	Preliminary Programme Schedule
T2.1.30	Schedule of Plant And Equipment

RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)

Record of Addenda to Tender Documents
Declaration Concerning Fulfillment of the Construction Regulations, 2003
First Programme and Method Statement
Preliminary Health and Safety Plan for completion)
Form of offer and acceptance
Contract data
Forms of securities

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. The bidder must initial each and every page of the document.

CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:

   (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
   (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the National Treasury General Conditions of Contract and Standard Bidding Documents, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal Conditions of Contract, with which I/we am fully acquainted;
   (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
   (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
   (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :
   .....

   .....

3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7.CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

7.(1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.

7.(2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-

(a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or

(b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS ..... **DAY OF** ..... **20** ..... **AT** ……

....

SIGNATURE OF BIDDER OR DULY AUTHORISED REPRESENTATIVE **NAME IN BLOCK LETTERS**

ON BEHALF OF (BIDDER'S NAME) .....

CAPACITY OF SIGNATORY .....

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE) ……..

…….....

POSTAL ADDRESS ……..

.....

TELEPHONE NUMBER: .....

FAX NUMBER: .....

CELLULAR PHONE NUMBER: .....

E-MAIL ADDRESS: …….....

DECLARATION THAT INFORMATION ON CENTRALSUPPLIER DATABASE (CSD) IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative)

……

WHO REPRESENTS (state name of bidder)

…….....

I AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**IDTKN27DOE010**	CLOSING DATE	**17 JULY 2026**	CLOSING TIME:	**12H00**
DESCRIPTION	**TURNKEY ON ERADICATION OF PIT LATRINE UNDER PINETOWN AND UMLAZI DISTRICT - KWAZULU-NATAL PROVINCE**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

4TH FLOOR, THE MARINE BUILDING

22 DOROTHY NYEMBE STREET

DURBAN

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Nondumiso Ndwandwe**	CONTACT PERSON	**Mondli Mhlungu**
TELEPHONE NUMBER	**031 369 7400**	TELEPHONE NUMBER	**031 369 7400**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**NondumisoN@idt.org.za**	E-MAIL ADDRESS	**MondliM@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:		**AND**	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. THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

(Proof of authority must be submitted e.g. company resolution)

DATE: ……..……

SBD 6.1

T2.1.2 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	
PRICE	**90**	**80**
SPECIFIC GOALS	**10**	**20**
TARGETED GROUP		
Women	3	6
Youth	3	6
People with Disabilities	2	4
Black	2	4
Total points for Price and SPECIFIC GOALS	**100**	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

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

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but

is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	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)

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: ……

……

T2.1.3 PROOF/DOCUMENTATION FOR CLAIMING OF PREFERENTIAL/SPECIFIC GOALS POINTS

Attached hereto is my / our Proof/documentation supporting the allocation of specific goals points. My failure to submit the proof/documentation with my / our tender document will lead to the conclusion that I am / we do not wish to claim preference/specific goals points.

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)

T2.1.4 VALID VAT CERTIFICATE

Attached hereto is my / our original valid certified copy of my / our VAT registration certificate. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered for VAT.

T2.1.5 CSD REGISTRATION -TAX CLEARANCE CERTIFICATE WITH PIN

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

"Tax clearance certificate

16. No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."

2. The ST 5.1 form: Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a **Tax Clearance Certificate that will be valid for 6 months from date of issue, unless otherwise indicated on the certificate issued by SARS. This Tax Clearance Certificate must be submitted in the original as an integral part of the tender.**

Consortium / Joint Venture must also register as JVs on CSD.

Bidders are to to ensure they are registrered on the Central Supplier Database (CSD).

3. An **example** of the Application for Tax Clearance Certificate which Tenderers may use to apply for the Tax Clearance Certificate is included hereafter and is available at any Receiver's Office.

T2.1.6 JOINT VENTURE AGREEMENT BETWEEN PARTIES

Attached hereto is our duly signed, notarised Joint Venture Agreement. Our failure to submit the agreement with our tender document will lead to the conclusion that the joint venture has not been formally formed and all parties were not involved in the tender process.

T2.1.7 CANCELLED CHEQUE OR ORIGINAL LETTER FROM BANK

Attached hereto are my / our original cancelled cheques or an original letter from my / our bank confirming our banking details. My / our failure to submit the cheque or letter with my / our tender document will lead to the conclusion that the banking details could not be confirmed with the bank.

T2.1.8 LETTER FROM THE BANK STATING ALL SIGNATORIES

Attached hereto is my / our letter from my / our bank stating all signatories on our account. My / our failure to submit the letter with my / our tender document will lead to the conclusion that any one person within my entity can sign all official documents at the bank.

T2.1.9 IDENTITY DOCUMENTS

Attached hereto are my / our original certified copies not older than 3 months of my / all owners / directors / members / shareholders identity documents.

T2.1.10 CONTRACTOR'S COPY OF REGISTRATION OF INCORPORATION OR COMPANY REGISTRATION DOCUMENTS

Attached hereto is my / our original certified copies of company registration of incorporation or company registration documents. My failure to submit the copy with my / our tender document will lead to the conclusion that I am / we are not registered as claimed.

T2.1.11 CIDB REGISTRATION CERTIFICATE

Attached hereto is 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 you information.***

NOTE: Regard must be had to the information regarding the CIDB Standard for Developing Skills through Infrastructure Contracts (July 2020) and compliance with the draft Guidelines on the www.idb.ord.za website

T2.1.12 COPY OF A LETTER OF GOODSTANDING WITH COMPANSATION FOR OCCUPATIONAL INJURIES AND DIESES 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.

T2.1.13 PUBLIC LIABILITY INSURANCE COVER

Attached hereto is my / our Public Liability Cover (R10 Million or above). My / our failure to submit the proof of Public Liability with your tender offer will lead to the conclusion that your entity/ company DPWs not have Public Liability Cover.

T2.1.14 COMPULSORY ENTERPRISE QUESTIONNAIRE QUESTIONNAIRE

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

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . .

Tax reference number . . . . . .

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity

☐ an official of any municipality or municipal entity ☐ an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date _____

Name ..... Position _____

Enterprise name _____

SBD 4

T1.2.15 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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. DPWs 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:
……
……

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

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.5 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 bid der

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

T2.1.16 CERTIFICATE OF ATTENDANCE AT COMPULSORY BRIEFING

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved: **ERADICATION OF PIT LATRINES**

Bid Reference No: **IDTKN27DOE010**

Goods/Service/Work: **TURNKEY ON ERADICATION OF PIT LATRINE UNDER PINETOWN AND UMLAZI DISTRICT - KWAZULU-NATAL PROVINCE**

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

Visited and inspected the site on ___/___/_____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

_____

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ___/___/_____

_____

Name of Departmental or Public Entity Representative
(PRINT NAME)

Departmental Stamp With Signature

T2.1.17 AUTHORITY TO SIGN A BID

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

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

Mr/Mrs/Ms……

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

(Name of Company) …….....

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

SIGNED ON BEHALF OF COMPANY: ……..

.....
(PRINT NAME)

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

WITNESSES: 1.....

2.....

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

.....

SIGNATURE…… **DATE**……

C. PARTNERSHIP

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

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

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

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

D. CLOSE CORPORATION

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

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

at……. Mr/Mrs/Ms....., whose signature appears

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

(Name of Close Corporation) …….....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION : ……

……..
(PRINT NAME)

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

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1.....

2.....

E CO-OPERATIVE

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

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

at.....

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

.....……

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

IN HIS/HER CAPACITY AS: .....……

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 0N 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:** ……

T2.1.18 RECORD OF ADDENDA TO THE TENDER DOCUMENTS

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

Attach additional pages if more space is required.

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

Name .....

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

Tenderer .....

T2.1.19 TENDERER'S FINANCIAL STANDING

The Tenderer shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker/ recent audited financial statements, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder: _____

Name of Bank :_____ Branch : _____

Account number : _____Type of account : _____

Telephone number :_____ Facsimile number : _____

Name of contact person (at bank : _____

Failure to provide either the required certified bank rating/audited financial statements with his tender, will lead to the conclusion that the Tenderer DPWs not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

SIGNATURE: _____ IDENTITY NUMBER: _____

(of person authorised to sign on behalf of the Tenderer) DATE:_____

T2.1.20 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

[Notes: (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;
(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer for a discount may have to be disregarded. Only unconditional discounts will be considered]

SIGNATURE: .....…… IDENTITY NUMBER: ……..

(of person authorised to sign on behalf of the Tenderer) DATE:……

T2.1.21 SOCIO ECONOMIC UPLIFTMENT STRATEGY

Attached hereto are my / our proposed socio economic upliftment strategy. The strategy will as a minimum address items such as skills upliftment, training, sub contracting, skilled and semi-skilled labour employment, procurement of local labour and materials, employment of woman, youth and disabled, etc.

Notes:

a) The developer has a commitment to utilising the local community resources and labour, and as such preference will be shown to bidders who prioritise local employment.

b) As part of the tender documentation a methodology is to be submitted proposing as to how the main contractor will deal with the social economic expectations of the surrounding community.

The proposal is to allow for a suitable employment ratio of local community members and any additional measures that will enable future local community upliftment.

c) The main contractor is required to familiarise himself with the community and local authority to ascertain for himself the full extent of the community's requirements and minimum wages.

d) The contractor shall appoint a community liaison officer and shall be responsible for all community negotiations etc.

T2.1.22 PROPOSED 30% SUB-CONTRACTORS

I/We hereby notify you that it is my/our intention to employ the following domestic sub-contractors for work on this contract

If I/we am/are awarded a contract I/we agree that this notification DPWs not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. I/We confirm that all subcontractors who are contracted to construct a building/structure, are with the Construction Industry Development Board (CIDB) and are awarded within their CIDB Grade Limit.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	COMPANY REGISTRATION No. AND CIDB CLASSIFICATION	DESCRIPTION OF WORK TO BE EXECUTED BY SUBCONTRACTOR	AMOUNT (VALUE) OF SUBCONTRACT WORK

SIGNATURE: .....…… IDENTITY NUMBER: ……..

(of person authorised to sign on behalf of the Tenderer) DATE:……

T2.1.23 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.
To that effect a person duly authorized by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I could be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 33 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 4 of the OHSA 1993 Construction Regulations 2014 before I could be allowed to proceed with any work under the contract.

SIGNATURE: _____ IDENTITY NUMBER: _____

(of person authorised to sign on behalf of the Tenderer) DATE:_____

T2.1.24 EVALUATION SCHEDULE: SAFETY HEALTH ENVIRONMENTAL AND QUALITY MANAGEMENT SYSTEM (SHEQ) PLAN

Attached hereto are my / our SHEQ Plan, all in compliance with the Health and Safety Specification – Annexure A or Letter of Undertaking from a Qualified OHS Consultant

(PLEASE ATTACHED HERE)

T2.1.25 EVALUATION SCHEDULE: PROJECT EXPERIENCE

The Tenderer shall provide details of his relevant experience on similar large-scale projects above R4 million completed in the past 10 years. In support tendreres are to complete the "Project Experience" schedule below and attach thereto copies of (a) Letters of Appointment, and (b) all the relevant Completion Certificates (practical completion, work completion & final completion)

PROJECT NAME	BRIEF PROJECT DESCRIPTION	PROJECT A MOUNT /VALUE (Excl VAT)	START DATE	COMPLETION DATE
A.				
B.				
C.				
D.				

E.				
F.				

T2.1.26 EVALUATION SCHEDULE: LETTERS OF APPOINTMENT, AND RELEVANT COMPLETION CERTIFICATES (PRACTICAL COMPLETION, WORK COMPLETION & FINAL COMPLETION)

Tenderer is to attach all letter of appointment and completion certificate corresponding to the project listed in T1.2

T2.1.28 EVALUATION SCHEDULE: KEY PERSONNEL

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

The Tenderer shall list below the personnel that he intends to utilize on the Works, including key personnel that may have to be brought in from outside if not available locally. (definition of local)

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

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 organization, in order for the tenderer to be eligible to submit a tender for this project. Proof of professional registration must be appended to these schedules, together with the Curriculum Vitae of each individual.

SIGNATURE: .....…… IDENTITY NUMBER: ……..

(of person authorised to sign on behalf of the Tenderer) DATE:……

EVALUATION SCHEDULE: CURRICULUM VITAE OF KEY PERSONNEL (COMPULSORY)

(CVs are required only for site agent, construction manager and technician and foreman)

CV FOR PROJECT MANAGER (SACPCMP REGISTERED)

Name:		**Date of birth:**
Profession:		**Nationality:**
Qualifications:		
Professional Body:	**Category of Registration:**	**Registration Number:**
Professional Body:	**Category of Registration:**	**Registration Number:**
Professional Body:	**Category of Registration:**	**Registration Number:**
Name of Employer (firm):		
Current position:		**Years with firm:**
Employment Record:		
Experience Record Pertinent to Required Service:		

Certification:

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

SIGNATURE: .....…… IDENTITY NUMBER: ……..

(of person authorised to sign on behalf of the Tenderer) DATE:……
(OWNER OF THE CV)

EVALUATION SCHEDULE: CV FOR OCCUPATIONAL HEALTH & SAFETY (OHS) MANAGER/AGENT (SACPCMP REGISTERED)

Name:		**Date of birth:**
Profession:		**Nationality:**
Qualifications:		
Professional Body:	**Category of Registration:**	**Registration Number:**
Professional Body:	**Category of Registration:**	**Registration Number:**
Professional Body:	**Category of Registration:**	**Registration Number:**
Name of Employer (firm):		
Current position:		**Years with firm:**
Employment Record:		
Experience Record Pertinent to Required Service:		

Certification:

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

.....……..... ……..……
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE DATE

…….
INCUMBANT'S IDENTITY NUMBER (why different from the above)

EVALUATION SCHEDULE: CV FOR CIVIL ENGINEER (ECSA REGISTERED)

Name:		**Date of birth:**
Profession:		**Nationality:**
Qualifications:		
Professional Body:	**Category of Registration:**	**Registration Number:**
Professional Body:	**Category of Registration:**	**Registration Number:**
Professional Body:	**Category of Registration:**	**Registration Number:**
Name of Employer (firm):		
Current position:		**Years with firm:**
Employment Record:		
Experience Record Pertinent to Required Service:		

Certification:

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

.....……..... ……..……
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE DATE

…….
INCUMBANT'S IDENTITY NUMBER (why different from the above)

EVALUATION SCHEDULE: CV FOR STRUCTURAL ENGINEER (ECSA REGISTERED)

Name:		**Date of birth:**
Profession:		**Nationality:**
Qualifications:		
Professional Body:	**Category of Registration:**	**Registration Number:**
Professional Body:	**Category of Registration:**	**Registration Number:**
Professional Body:	**Category of Registration:**	**Registration Number:**
Name of Employer (firm):		
Current position:		**Years with firm:**
Employment Record:		
Experience Record Pertinent to Required Service:		

Certification:

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

.....……..... ……..……
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE DATE

…….
INCUMBANT'S IDENTITY NUMBER (why different from the above)

EVALUATION SCHEDULE: CV FOR SITE AGENT

Name:		**Date of birth:**
Profession:		**Nationality:**
Qualifications:		
Professional Body:	**Category of Registration:**	**Registration Number:**
Professional Body:	**Category of Registration:**	**Registration Number:**
Professional Body:	**Category of Registration:**	**Registration Number:**
Name of Employer (firm):		
Current position:		**Years with firm:**
Employment Record:		
Experience Record Pertinent to Required Service:		

Certification:

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

.....……..... ……..……
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE DATE

…….
INCUMBANT'S IDENTITY NUMBER

EVALUATION SCHEDULE: CV FOR FOREMAN

Name:		**Date of birth:**
Profession:		**Nationality:**
Qualifications:		
Professional Body:	**Category of Registration:**	**Registration Number:**
Professional Body:	**Category of Registration:**	**Registration Number:**
Professional Body:	**Category of Registration:**	**Registration Number:**
Name of Employer (firm):		
Current position:		**Years with firm:**
Employment Record:		
Experience Record Pertinent to Required Service:		

Certification:

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

.....……..... ……..…….
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE DATE

…….
INCUMBANT'S IDENTITY NUMBER

T2.1.29 EVALUATION SCHEDULE: PROGRAMME SCHEDULE

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

PROGRAMME *(EXAMPLE ONLY)*

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

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

SIGNATURE: .....…… IDENTITY NUMBER: ……

(of person authorised to sign on behalf of the Tenderer) DATE:……

T2.1.30 EVALUATION SCHEDULE: SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted. (will be hired)

(a) Details of major equipment owned by me / us and are immediately available for this contract.

DESCRIPTION *(type, size, capacity etc)*	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

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

DESCRIPTION *(type, size, capacity etc)*	*QUANTITY*	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

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

Failure to complete this form properly and correctly, will lead to the conclusion that the tenderer DPWs not have the necessary plant and equipment resources at his disposal, and will prejudice his tender.

SIGNATURE: .....…… IDENTITY NUMBER: ……..

(of person authorised to sign on behalf of the Tenderer) DATE:……

PART C1 : AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

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

C.1.4 Adjudicators Agreement

C1.1 FORM OF OFFER AND ACCEPTANCE

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:

IDTKN27DOE010: TURNKEY ON ERADICATION OF PIT LATRINE UNDER PINETOWN AND UMLAZI DISTRICT - KWAZULU-NATAL PROVINCE

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 inclusive of 15% VAT)

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

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

The terms of the contract, are contained in:

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

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

Deviations from and amendments to the documents listed in the 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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the 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 . . . . . Identity number . . . . . .

Capacity . . . . . .

for the Employer Independent Development Trust
04th Floor, The Marine Building
22 Dorothy Nyembe Street
Durban 4000

Name and signature of witness . . . . . .

. . . . . Date . . . . . .

Schedule of Deviations

1 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

5 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

C1.2 CONTRACT DATA

INDEPENDENT DEVELOPMENT TRUST
TURNKEY ON ERADICATION OF PIT LATRINE UNDER PINETOWN AND UMLAZI DISTRICT - KWAZULU-NATAL PROVINCE

C1.2 Contract Data for Bid No: IDTKN27DOE010

C1.2.1: CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the NEC4 Engineering and Construction Contract (June 2017), Main Option B: Priced Contract with Bill of Quantities, published by the Institution of Civil Engineers and available from ECS Associates (telephone 011-803-3008, email admin@ecs.co.za), tenderers to obtain copies at their own cost.

The NEC4 Engineering and Construction Contract makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the NEC4 Engineering and Construction Contract.

It is agreed that the only variations from the NEC4 Engineering and Construction Contract (June 2017) are those set out hereafter under the Contract Data Part One (Data provided by the Client), the Z clauses (additional conditions of contract) and C1.3 Special Conditions of Contract.

C1.2.2CONTRACT DATA PART ONE: DATA PROVIDED BY THE CLIENT

The following contract specific data are applicable to this contract.

Clause	Contract Data
1 General	The conditions of contract are the core clauses and the clauses for Main Option B (Priced contract with bill of quantities), Resolving and Avoiding Disputes Option W1, and secondary Options X1: Price adjustment for inflation, X2: Changes in the law, X5: Sectional completion, X7: Delay damages, X11: Termination by the Client, X13: Performance bond, X16: Retention, X18: Limitation of liability, and Z: additional conditions of contract of the NEC4 Engineering and Construction Contract (June 2017) available from ECS Associates (tel 011-803-3008, email admin@ecs.co.za), tenderers to obtain copies at their own cost.
Clause 10.1	The Client is the Independent Development Trust. 04th Floor, The Marine Building, 22 Dorothy Nyembe Street, Durban, 4000. The address for electronic communications is MondliM@idt.org.za or as may be notified in writing to the Contractor from time to time during execution of the contract.
Clause 10.1	The Project Manager is Mr Mondli Mhlungu. Independent Development Trust, 04th Floor, The Marine Building, 22 Dorothy Nyembe Street, Durban, 4000. Address for electronic communications: MondliM@idt.org.za Telephone: 031 369 7400
Clause 10.1	The Supervisor is Mr Mnqobi Mpisane Address for electronic communications: NqobiM@idt.org.za

Clause 11.2(8)	The following matters will be included in the Early Warning Register: [TO BE CONFIRMED BY THE CLIENT AT STARTUP MEETING]. Attached as an annexure to the Contract
Clause 11.2(15)	The works are the Turnkey Eradication of Pit Latrines under Pinetown and Umlazi District - KwaZulu-Natal Province, Tender No. IDTKN27DOE010.
Clause 11.2(16)	The Scope is in Part C3: Scope of Work of this document.
Clause 11.2(17)	The boundaries of the site are as indicated in Part C4: Site Information of this document.
Clause 11.2(18)	The Site Information is in Part C4: Site Information of this document.
Clause 12.2	The law of the contract is the law of the Republic of South Africa, subject to the courts of the Republic of South Africa.
Clause 13.1	The language of this contract is English.
Clause 13.3	The period for reply is 7 days for the Contractor and 14 days for the Project Manager, or as otherwise stated in the contract. Timelines for certain events may be subject to agreement at the startup meeting with the Client.
3 Time	
Clause 31.1	The Contractor is to submit a first programme for acceptance within 2 weeks of the starting date.
Clause 31.2	The starting date is the date of receipt of the letter of notification of appointment of the Contractor issued by the Client (in the case of email notification the date on which the email is sent by the Client).
Clause 31.2	The completion date for the whole of the works is the date following 12 months after the starting date. The total contract period of 12 months comprises: 2 weeks for design / review of existing designs; 8 months for construction; a defects period of 3 months (within which the as-built drawings, Final Account and Close-Out Report are also finalised); and a documentation period of 2 weeks for the Contractor to provide the Client with the necessary bonds, guarantees, insurance certificates, OHS plan, and other information required by this contract, of which one week is for the Client to assess and process the submitted documentation.
Clause 31.2	The access date for the whole of the Site is within 28 days after the Contract comes into full force and effect.
Clause 32.2	The Contractor submits revised programmes at intervals of no longer than 4 weeks.
Clause 35.1	The Client is willing to take over the works before the completion date.
4 Quality management	
Clause 40.2	The Contractor is to submit a quality policy statement and quality plan for acceptance within 2 weeks of the starting date. An Implementation Plan to be also submitted within the 2 weeks.
Clause 43.1	The period between Completion of the whole of the works and the defects date is 3 months (the defects period).
Clause 44.2	The defect correction period is 3 weeks.
5 Payment	

Clause 50.1	The assessment interval is 1 calendar month.
Clause 51.1	The currency of this contract is the South African Rand (ZAR).
Clause 51.2	The period within which payments are made is as follows: The Contractor prepares a tax invoice for the exact amount certified for payment. The Contractor submits the tax invoice together with the corresponding payment certificate to the Client for payment. Incomplete and incorrect payment submissions are returned within one week to the Contractor for correction. Payment is made within sixty (60) calendar days of receipt of a complete and correct Contractorss payment submission.
Clause 51.4	The interest rate is 3% per annum above the average bank short-term lending rate (prime rate).
6 Compensation events	
Clause 60.1(13)	The place where weather is to be recorded is the South African Weather Service weather station nearest to the Site within Pinetown and Umlazi District [STATION TO BE CONFIRMED]. The weather measurement to be recorded for each calendar month is the number of days with rainfall more than 10mm. The weather data are the records of past weather measurements for each calendar month available from the South African Weather Service (www.weathersa.co.za).
Clause 60.6	The bill of quantities is a descriptive bill priced in lump sums and enumerated (numbered) items for the ablution structures and fittings, with measured items (linear, area and volume) for external works, earthworks and ground-risk items. Items are measured net. Where the Standard System of Measuring Builders' Work (ASAQS, Sixth Edition Revised, 1999) and SANS 1200 are referenced in item descriptions or specifications, they govern the standard of materials and workmanship; they do not subdivide the enumerated items. Where any payment or variation provision in SANS 1200 conflicts with the NEC4 core clauses, the NEC4 conditions of contract take precedence. The full pricing assumptions are stated in Part C2.1: Pricing Instructions of this document.
Clause 63.12	The value engineering percentage is 0%.
8 Liabilities and Insurance	
Clause 83.2	The minimum amount of cover for insurance against loss of or damage to property (except for the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor Providing the Works for any one event is R5 000 000 (five million rand).
Clause 83.2	The minimum amount of cover for insurance against 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 R5 000 000 (five million rand). Contractor All Risk insurance is to be provided for the works and Goods in the amount of R5 000 000 (five million rand).
Clause 83.2	The Contractor provides these additional insurances: A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association (SASRIA). Professional Indemnity for the sum of R5 000 000 (five million rand) per claim in respect of the Contractor’s design liability. Should different Professional Service Providers

	(PSP) be employed for different disciplines, each PSP shall have Professional Indemnity for the sum of R5 000 000 (five million rand).
W1 Resolving and avoiding disputes	
Clause W1.1(1)	The Senior Representatives of the Client are: Senior Representative 1: Thabani Mjadu (Programme Manager) Senior Representative 2:Mondli Mhlungu (Programme Implementation Manager)
Clause W1.2(3)	In the event of a dispute the parties shall provide one another with a list of names from which they shall endeavour 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, the Association of South African Arbitrators, which shall be authorised to make such appointment.
Clause W1.4(2)	The tribunal is arbitration.
Clause W1.4(5)	The arbitration procedure is as set out in the Rules of the Association of South African Arbitrators. The place where arbitration is to be held is Durban, KwaZulu-Natal. The person or organisation who will choose an Arbitrator if the Parties cannot agree a choice, or if the arbitration procedure does not state who selects an Arbitrator, is the Chairman of the Association of South African Arbitrators.
X Secondary Options	
X1 Price adjustment for inflation	The base date for indices is the closing date of this tender. The proportions used to calculate the Price Adjustment Factor are: 0.85 - People, Equipment, Plant and Materials 0.15 - Non-adjustable 1.00 - Total The indices are the CPAP indices (Construction Price Adjustment Provisions, Construction Material Price Indices) as published in the Statistical News Release P0151.1 prepared by Statistics South Africa (www.statssa.gov.za). Consumables or goods subject to statutory price fluctuations are adjusted in terms of their statutory prices.
X5 Sectional completion	All schools/ projects within the cluster to be implemented simultaneously. Sectional completion will be based on a completed school within the cluster.
X7 Delay damages	Delay damages for Completion of the whole of the works are R2 000,00 (two thousand rand) per day for every day the works remain incomplete after the completion date. A maximum delay of 2 months (60 calendar days) is permitted, after which the Client may terminate the contract, unless an extension of time has been approved or an extension of time claim is pending the Client's approval. Delay damages for each section of the works are as scheduled in the Scope.
X13 Performance bond	An on-demand performance bond issued by a registered financial institution approved by the Client. The Contractor ensures that the on-demand performance bond is valid and enforceable until the Contractor has Provided the Works and remedied all defects therein. The amount of the performance bond is 10% (ten percent) of the contract value excluding VAT. The form of the performance bond is the pro forma Construction Guarantee in C1.3 of this document. Acceptance by the Client of the bond is a prerequisite for granting first access to the site to the Contractor.

X16 Retention	The retention is an additional 10% deducted on each interim payment certificate to a maximum of 3% of the construction contract value, of which 50% will be released on achievement of Completion (taking over of the works) and the balance after the defects date / Defects Notification Period.
X18 Limitation of liability	The Contractor's total liability to the Client for all matters arising under or in connection with this contract, other than the excluded matters stated in the contract, is limited to the total of the Prices as at the Contract Date, as adjusted in terms of X1. The end of liability date is 3 months after the Completion of the whole of the works and the Latent Defects Period is 5 Years.
Z Additional conditions of contract	
Clause Z3	Acts or omissions by mandataries. In terms of Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Contractor hereby agrees that the Client is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the Contractor and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the Client and the Contractor contemplated in section 37(2).
Clause Z4	Maintenance of mandatory registrations. The Contractor ensures that his registrations with the Construction Industry Development Board (CIDB) and the Central Supplier Database (CSD) are maintained until the Completion of the whole of the works.
Clause Z6	Participation in the Expanded Public Works Programme (EPWP). The Contractor participates in the EPWP and provides feedback during execution of the works in terms of a monthly EPWP feedback return providing details of the number of workers employed under this contract for the preceding month, in digital format (Excel spreadsheet). **No monthly invoice is approved without inclusion of the EPWP feedback form in the payment submission**. If no EPWP workers were employed, a NIL return is submitted. A rate of not less than R180 per day is paid for EPWP general workers.
Clause Z9	No gifts/tokens/invitations from the Contractor to Client officials. The Contractor shall not offer any gift, token or invitation which carries any monetary benefit, irrespective of value, directly or indirectly, to any official in the Client's service or any person representing the Client in the execution of this contract, before or after completion of this contract.
Clause Z10	The Contractor will be required to participate in and achieve the required goals for the following programmes: Contract Participation Goals and CIDB B.U.I.L.D Programme; EPWP / NYS Programme; HIV & AIDS Programme; and Social Facilitation Process and Goals.
Clause Z11	Non-working days. Saturdays, Sundays and National public holidays of the Republic of South Africa are non-working days when assessing delays to the Completion Date or Key Dates due to compensation events. The annual building industry holiday period during December/January is EXCLUDED from the Completion Date and Key Dates as set at the Contract Date.
Clause Z16	Payment of subcontractors by the Contractor. The Contractor pays a subcontractor within one week for all subcontracted work which in terms of this contract has been certified and paid to the Contractor.

Clause Z20	Site attendance register. The Contractor keeps an attendance register detailing identity, sign-in and sign-out by all people entering the site or location where the works is provided, details of which are made available to the Client upon request.

C1.2.3 CONTRACT DATA PART TWO: DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract and are to be completed by the Bidder.

Clause	Contract Data
1 General	
Clause 10.1	The Contractor is ..... Address for electronic communications: .....
Clause 11.2(8)	The following matters will be included in the Early Warning Register: .....
Clause 11.2(10)	The fee percentage is as priced in the bill of quantities in Part C2: Pricing Data of this document.
Clause 11.2(20)	The working areas are as stated in the Scope.
Clause 11.2(22)	The bill of quantities is in Part C2: Pricing Data of this document.
2 The main responsibilities	
Clause 22.1	The Scope provided by the Contractor for its design is in (Bidder to provide details): .....
Clause 24.1	The key people are as described in the Key Personnel schedule in Part T2.2: Returnable Schedules of this document.
3 Time	
Clause 31.1	The programme identified in the Contract Data is the Proposed Work Programme submitted in Part T2.2: Returnable Schedules of this document.
Clause 31.2	The completion date for the whole of the works is the date 12 months after the starting date (maximum 12 months allowed), comprising 2 weeks design, 8 months construction, a 3-month defects period and 2 weeks documentation, all as detailed in Contract Data Part One.
W1 Resolving and avoiding disputes	
Clause W1.1(1)	The Senior Representatives of the Contractor are: Senior Representative 1: ..... Senior Representative 2: .....
Data for the Short Schedule of Cost Components	

Item 11, SSCC	The people rates are in the bill of quantities in Part C2: Pricing Data of this document.
Item 21, SSCC	The percentage for adjustment for Equipment is as priced in the bill of quantities in Part C2: Pricing Data of this document.
Item 61, SSCC	The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the Contractor are contained in (Bidder to provide details): .....
Item 71, SSCC	The rates for Defined Cost of design outside the Working Areas by the Contractor are contained in (Bidder to provide details): .....

Signed on behalf of the Tenderer: .....

C1.3 CONSTRUCTION GUARANTEE

INDEPENDENT DEVELOPMENT TRUST

PRO FORMA : TURNKEY ON ERADICATION OF PIT LATRINE UNDER PINETOWN AND UMLAZI DISTRICT - KWAZULU-NATAL PROVINCE

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 _____

Agent means _____

Works means **BID No. IDTKN27DOE010**
TURNKEY ON ERADICATION OF PIT LATRINE UNDER PINETOWN AND UMLAZI DISTRICT - KWAZULU-NATAL PROVINCE

Site means **PINETOWN AND UMLAZI DISTRICT**

Agreement means **The NEC4 Engineering and Construction Contract (June 2017), Main Option B with 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 practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

2 The Guarantor hereby acknowledges that:

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

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

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

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

3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 (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 the purpose of obtaining a court order.

12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at _____ Date _____

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

Identity number _____ Identity number _____

Witness 1 _____ Witness 2 _____

Guarantor's seal or stamp

C1.4 ADJUDICATOR'S AGREEMENT

INDEPENDENT DEVELOPMENT TRUST

TURNKEY ON ERADICATION OF PIT LATRINE UNDER PINETOWN AND UMLAZI DISTRICT - KWAZULU-NATAL PROVINCE

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 dispute resolution procedure under Option W1 of the NEC4 Engineering and Construction Contract (June 2017), (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 Option W1 of the NEC4 Engineering and Construction Contract (June 2017).
2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with Option W1 of the NEC4 Engineering and Construction Contract (June 2017).
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 authorised to sign for and on behalf of the first Party in the presence of	who warrants that he / she is duly authorised 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 14 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 7 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

C1.6 AGREEMENT IN TERMS OF SECTION 37(2) OF OHS

C.1.6 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between Independent Development trust represented by the Supply Chain Management.
(hereinafter called the EMPLOYER) of the one part, herein represented by:

....

in his capacity as: .....

AND: ....

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

....

in his capacity as: .....

duly authorised to sign on behalf of the Contractor.

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

TENDER DESCRIPTION: TURNKEY ON ERADICATION OF PIT LATRINE UNDER PINETOWN AND UMLAZI DISTRICT - KWAZULU-NATAL PROVINCE

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

NOW THEREFORE the parties agree as follows:

1. **The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.**

2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

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

appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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

on this the …… day of ……....……..…… 20……

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. .....

2. .....

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

the ……... day of ……..…… 20……

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. .....

2. .....

C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

INDEPENDENT DEVELOPMENT TRUST

TURNKEY ON ERADICATION OF PIT LATRINE UNDER PINETOWN AND UMLAZI DISTRICT - KWAZULU-NATAL PROVINCE

C2.1 Pricing Instructions

1 The Bills of Quantities are a descriptive bill priced in lump sums and enumerated (numbered) items for the ablution structures and fittings, with measured items (linear, area and volume) for external works, earthworks and ground-risk items, read with the Standard System of Measuring Builders' Work (Sixth Edition Revised, 1999) and SANS 1200 as standards of materials and workmanship only. Published by **the Association of South African Quantity Surveyors. These standards govern the standard of materials and workmanship and do not subdivide the enumerated items. Where any payment or variation provision in SANS 1200 conflicts with the NEC4 core clauses, the NEC4 conditions of contract take precedence.** Where applicable the:

a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
b) Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
c) Electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).

2 The **contract is based on the NEC4 Engineering and Construction Contract (June 2017), Main Option B: Priced Contract with Bill of Quantities**. The secondary Options, Z clauses and contract specific variables are as stated in the Contract Data (C1.2). Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

3 Preliminaries are based on the various parts of the ASAQS Preliminaries (November 2007 edition) as prepared by the Association of South African Quantity Surveyors, adapted for use with the NEC4 Engineering and Construction Contract. Where the Preliminaries refer to the "Principal Agent" this is read as the "Project Manager", and any JBCC-specific payment, retention or valuation mechanics are superseded by the NEC4 core clauses and the Contract Data. The contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).

5 The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates 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 Scope of Work, 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. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

6 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are attached to these bills of quantities.The Drawing are L1205-001 Pages 1-12. Drawings to be used to be based on learner and enrolment and the use of the DoE Norms Calculator for determining number and type of Ablutions.

7 REFERENCE TO ANY PARTICULAR PRODUCT

Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

8 FIXED PRICE

The rates contained in the Bills of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed.

Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.

9 **Bidders are to take note that the contract price adjustments are not applicable to this contract**.

10 An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

11 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

12 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities

13 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.

14 The amount of the Preliminary Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary Section and any amount in respect of contract price adjustment provided for in the contract.

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

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

15 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.

16 The amount or items of the Preliminary Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:

a) an amount which is not to be varied, namely Fixed (F)
b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).

17 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:

a) 10 percent is Fixed;
b) 15 percent is Value Related
c) 75 percent is Time Related.

18 The adjustment of the Preliminary Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary Section shall exclude any contingency sum, the amount for the Preliminary Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

19 The tenderer is to acquaint himself as to the specific requirements of this tender as contained in the secondary Options and Z clauses (additional conditions of contract) of the NEC4 Engineering and Construction Contract as incorporated in the Contract Data. These may be priced under the relevant Preliminaries items in SECTION C: SPECIFIC PRELIMINARIES of the Preliminaries Bill. No claim will be entertained due to the failure of the tenderer to allow for these requirements

20 IDT or its Agent may issue an electronic bill of quantities, purely for calculation purposes. A typed BOQ **WILL NOT** be accepted, only a fully completed BOQ issued by IDT in a hard copy completed **in black permanent ink** will be accepted.

C2.2 BILLS OF QUANTITIES

C2.2BILLS OF QUANTITIES

TURNKEY ON ERADICATION OF PIT LATRINE UNDER PINETOWN AND UMLAZI DISTRICT – KWAZULU-NATAL PROVINCE

Tender No: IDTKN27DOE010

Pricing instructions: Insert rates and amounts in black permanent ink only.
Each section total is carried to that school's Bill Summary; each school's nett total is carried to the Cluster Summary, as cross-referenced in this bill.
NEC4 ECC Option B (Bill of Quantities). Contingency and VAT are applied once, at cluster level.

NTSHONGWENI PRIMARY SCHOOL (EMIS 500235973)

Enrolment 900 (Grade R 50; Gr 1-12 850). Configuration: SCENARIO C – separate Girls & Boys blocks + Educator/Disabled block + Grade R block. Structures: 4. Fittings per DBE Norms (Toilet Calculator Table 1).

Item	Description	Unit	Qty	Rate (R)	Amount (R)
A	**PRELIMINARIES & GENERAL**				
A1	Site establishment, mobilisation & de-establishment	Sum	1		
A2	Contractor's Quantity Surveyor (registered SACQSP) – key personnel; subject to substitution only with Employer's approval of equal calibre	Sum	1		
A3	Structural Engineer (registered ECSA Pr.Eng/Pr.Tech.Eng) – key personnel; subject to substitution only with Employer's approval	Sum	1		
A4	Occupational Health & Safety (OHS Act & Construction Regs); safety file	Sum	1		
A5	Site supervision & contractor's site agent	Sum	1		
A6	Preparation of Ablution Facilities and Site Layout Drawings	Sum	1		
A7	Survey	Sum	1		
A8	Geotech	Sum	1		
A9	Preparation of as-Built Drawings of Ablution Facilities	Sum	1		
A10	Time Based Obligations	Month	8		
	Subtotal A – Preliminaries & General				
B	**GIRLS' ABLUTION BLOCK**				
B1	Ablution block superstructure: brick & mortar walls, plaster & paint, SABS-approved windows & doors, fibre-cement/IBR roof on timber/SABS truss to Truss Elevation. Refer Plans, Sections & Elevations, DRG L1205-001.	No.	1		
B2	Foundations & substructure to Structural Engineer's design; 25/19 in-situ concrete strip footings & surface bed, Ref 193 mesh, 150mm G6 selected fill compacted to 93% Mod AASHTO. Refer Foundation Plan & Slab Detail, DRG L1205-001 (Ilisu Consultants).	No.	1		
B3	Supply & install WC toilet pan, low-level cistern, seat & all connections; complete to detail. Refer VIP 200 System detail, DRG L1205-001.	No.	12		
B4	Supply & install wash-hand basin with mixer & connections; complete. Refer Hand Basin detail, DRG L1205-001.	No.	8		
	Subtotal B – Girls				
C	**BOYS' ABLUTION BLOCK**				
C1	Ablution block superstructure: brick & mortar walls, plaster & paint, SABS-approved windows & doors, fibre-cement/IBR roof on timber/SABS truss to Truss Elevation. Refer Plans, Sections & Elevations, DRG L1205-001.	No.	1		

C2	Foundations & substructure to Structural Engineer's design; 25/19 in-situ concrete strip footings & surface bed, Ref 193 mesh, 150mm G6 selected fill compacted to 93% Mod AASHTO. Refer Foundation Plan & Slab Detail, DRG L1205-001 (Ilisu Consultants).	No.	1		
C3	Supply & install WC toilet pan, low-level cistern, seat & all connections; complete to detail. Refer VIP 200 System detail, DRG L1205-001.	No.	4		
C4	Supply & install urinal (bowl/trough) with division & connections; complete. Refer Bowl Urinal detail, DRG L1205-001.	No.	6		
C5	Supply & install wash-hand basin with mixer & connections; complete. Refer Hand Basin detail, DRG L1205-001.	No.	3		
	Subtotal C – Boys				
D	**EDUCATOR / DISABLED (UNISEX) BLOCK**				
D1	Ablution block superstructure: brick & mortar walls, plaster & paint, SABS-approved windows & doors, fibre-cement/IBR roof on timber/SABS truss to Truss Elevation. Refer Plans, Sections & Elevations, DRG L1205-001.	No.	1		
D2	Foundations & substructure to Structural Engineer's design; 25/19 in-situ concrete strip footings & surface bed, Ref 193 mesh, 150mm G6 selected fill compacted to 93% Mod AASHTO. Refer Foundation Plan & Slab Detail, DRG L1205-001 (Ilisu Consultants).	No.	1		
D3	Female educator WC pan, cistern, seat & connections – complete	No.	3		
D4	Male educator WC pan, cistern, seat & connections – complete	No.	1		
D5	Male educator urinal & connections – complete	No.	2		
D6	Educator wash-hand basin with mixer – complete	No.	2		
D7	Paraplegic/disabled unisex WC (accessible) – complete with grab rails	No.	2		
	Subtotal D – Educator/Disabled				
E	**GRADE R ABLUTION BLOCK (child-height)**				
E1	Ablution block superstructure: brick & mortar walls, plaster & paint, SABS-approved windows & doors, fibre-cement/IBR roof on timber/SABS truss to Truss Elevation. Refer Plans, Sections & Elevations, DRG L1205-001.	No.	1		
E2	Foundations & substructure to Structural Engineer's design; 25/19 in-situ concrete strip footings & surface bed, Ref 193 mesh, 150mm G6 selected fill compacted to 93% Mod AASHTO. Refer Foundation Plan & Slab Detail, DRG L1205-001 (Ilisu Consultants).	No.	1		
E3	Grade R child-height WC pan, low-level cistern, seat & connections; complete to child-height detail. Refer DRG L1205-001.	No.	4		
E4	Grade R child-height wash-hand basin with mixer & connections; complete. Refer DRG L1205-001.	No.	2		
	Subtotal E – Grade R				
F	**EXTERNAL WORKS & SITE SERVICES**				
F1	Supply & install 2 500 litre water tank. Refer Water Tank Stand Detail, DRG L1205-001.	No.	8		

F2	Tank stand: 25 MPa RC concrete grade, 25/19 in-situ concrete slab with Ref 366 mesh, 4 galvanised bars, 150mm layers G6 compacted to min 93% Mod AASHTO. Refer Water Tank Stand Detail, DRG L1205-001.	No.	8		
F3	Concrete paved walkway 1.5m wide on compacted base. Refer Conc Apron Detail, DRG L1205-001.	m			
F4	V-drain: 25/19 concrete with Ref 193 mesh on compacted gravel, in situ, base compacted to 93% Mod AASHTO. Refer typical detail, DRG L1205-001.	m			
F5	Soil poisoning / anti-termite chemical treatment to foundation trenches & under surface bed; SABS-approved, applied per manufacturer's specification.	m²			
F6	Re-instate & grass disturbed areas; topsoil, establish vegetative cover. Refer Soakaway Detail (re-instatement), DRG L1205-001.	m²			
F7	Septic tank / conservancy tank & soakaway: excavate, supply & install, topsoil & vegetative cover, 300mm min cover. Refer Soakaway Detail, DRG L1205-001.	No.			
F8	Water reticulation & connection to all ablution blocks	Sum	1		
	Subtotal F – External Works & Site Services				
G GRADE R SECURE FENCING					
G1	1.8m high Clearvu/palisade fencing to Grade R enclosure, galvanised & coated, founded on concrete; complete.	m			
G2	Pedestrian gate to Grade R enclosure, galvanised, complete with locking. Refer Gate Details, DRG L1205-001.	No.	1		
	Subtotal G – Grade R Fencing				
H DEMOLITION, EARTHWORKS & GROUND RISK (provisional quantities – firm rates, remeasured)					
H1	Demolish existing pit latrine / redundant structure; make safe, cart away & dispose of all rubble to approved landfill.	No.			
H2	Bulk & trench excavation in all materials for foundations & services to required depths; including disposal. [4 structures × 100m³]	m³	240		
H3	Extra over bulk excavation for excavation in hard rock requiring mechanical breaking/pneumatic tools. [40% of total excavation]	m³	160		
H4	Keeping excavations free of water by pumping/bailing during construction.	day			
H5	Imported G6 selected fill / backfill, placed & compacted in layers to 93% Mod AASHTO.	m³			
	Subtotal H – Demolition, Earthworks & Ground Risk				
	SCHOOL NETT TOTAL (excl. contingency & VAT)				

OGUNJINI PRIMARY SCHOOL (EMIS 500243016)

Enrolment 599 (Grade R 40; Gr 1-12 559). Configuration: SCENARIO C – separate Girls & Boys blocks + Educator/Disabled block + Grade R block. Structures: 4. Fittings per DBE Norms (Toilet Calculator Table 1).

Item	Description	Unit	Qty	Rate (R)	Amount (R)
A PRELIMINARIES & GENERAL					
A1	Site establishment, mobilisation & de-establishment	Sum	1		
A2	Contractor's Quantity Surveyor (registered SACQSP) – key personnel; subject to substitution only with Employer's approval of equal calibre	Sum	1		
A3	Structural Engineer (registered ECSA Pr.Eng/Pr.Tech.Eng) – key personnel; subject to substitution only with Employer's approval	Sum	1		
A4	Occupational Health & Safety (OHS Act & Construction Regs); safety file	Sum	1		
A5	Site supervision & contractor's site agent	Sum	1		
A6	Preparation of Ablution Facilities and Site Layout Drawings	Sum	1		
A7	Survey	Sum	1		
A8	Geotech	Sum	1		
A9	Preparation of as-Built Drawings of Ablution Facilities	Sum	1		
A10	Time Based Obligations	Month	6		
	Subtotal A – Preliminaries & General				
B GIRLS' ABLUTION BLOCK					
B1	Ablution block superstructure: brick & mortar walls, plaster & paint, SABS-approved windows & doors, fibre-cement/IBR roof on timber/SABS truss to Truss Elevation. Refer Plans, Sections & Elevations, DRG L1205-001.	No.	1		
B2	Foundations & substructure to Structural Engineer's design; 25/19 in-situ concrete strip footings & surface bed, Ref 193 mesh, 150mm G6 selected fill compacted to 93% Mod AASHTO. Refer Foundation Plan & Slab Detail, DRG L1205-001 (Ilisu Consultants).	No.	1		
B3	Supply & install WC toilet pan, low-level cistern, seat & all connections; complete to detail. Refer VIP 200 System detail, DRG L1205-001.	No.	8		
B4	Supply & install wash-hand basin with mixer & connections; complete. Refer Hand Basin detail, DRG L1205-001.	No.	6		
	Subtotal B – Girls				
C BOYS' ABLUTION BLOCK					
C1	Ablution block superstructure: brick & mortar walls, plaster & paint, SABS-approved windows & doors, fibre-cement/IBR roof on timber/SABS truss to Truss Elevation. Refer Plans, Sections & Elevations, DRG L1205-001.	No.	1		
C2	Foundations & substructure to Structural Engineer's design; 25/19 in-situ concrete strip footings & surface bed, Ref 193 mesh, 150mm G6 selected fill compacted to 93% Mod AASHTO. Refer Foundation Plan & Slab Detail, DRG L1205-001 (Ilisu Consultants).	No.	1		
C3	Supply & install WC toilet pan, low-level cistern, seat & all connections; complete to detail. Refer VIP 200 System detail, DRG L1205-001.	No.	4		

C4	Supply & install urinal (bowl/trough) with division & connections; complete. Refer Bowl Urinal detail, DRG L1205-001.	No.	4		
C5	Supply & install wash-hand basin with mixer & connections; complete. Refer Hand Basin detail, DRG L1205-001.	No.	3		
	Subtotal C – Boys				
D EDUCATOR / DISABLED (UNISEX) BLOCK					
D1	Ablution block superstructure: brick & mortar walls, plaster & paint, SABS-approved windows & doors, fibre-cement/IBR roof on timber/SABS truss to Truss Elevation. Refer Plans, Sections & Elevations, DRG L1205-001.	No.	1		
D2	Foundations & substructure to Structural Engineer's design; 25/19 in-situ concrete strip footings & surface bed, Ref 193 mesh, 150mm G6 selected fill compacted to 93% Mod AASHTO. Refer Foundation Plan & Slab Detail, DRG L1205-001 (Ilisu Consultants).	No.	1		
D3	Female educator WC pan, cistern, seat & connections – complete	No.	2		
D4	Male educator WC pan, cistern, seat & connections – complete	No.	1		
D5	Male educator urinal & connections – complete	No.	2		
D6	Educator wash-hand basin with mixer – complete	No.	2		
D7	Paraplegic/disabled unisex WC (accessible) – complete with grab rails	No.	1		
	Subtotal D – Educator/Disabled				
E GRADE R ABLUTION BLOCK (child-height)					
E1	Ablution block superstructure: brick & mortar walls, plaster & paint, SABS-approved windows & doors, fibre-cement/IBR roof on timber/SABS truss to Truss Elevation. Refer Plans, Sections & Elevations, DRG L1205-001.	No.	1		
E2	Foundations & substructure to Structural Engineer's design; 25/19 in-situ concrete strip footings & surface bed, Ref 193 mesh, 150mm G6 selected fill compacted to 93% Mod AASHTO. Refer Foundation Plan & Slab Detail, DRG L1205-001 (Ilisu Consultants).	No.	1		
E3	Grade R child-height WC pan, low-level cistern, seat & connections; complete to child-height detail. Refer DRG L1205-001.	No.	3		
E4	Grade R child-height wash-hand basin with mixer & connections; complete. Refer DRG L1205-001.	No.	2		
	Subtotal E – Grade R				
F EXTERNAL WORKS & SITE SERVICES					
F1	Supply & install 2 500 litre water tank. Refer Water Tank Stand Detail, DRG L1205-001.	No.	8		
F2	Tank stand: 25 MPa RC concrete grade, 25/19 in-situ concrete slab with Ref 366 mesh, 4 galvanised bars, 150mm layers G6 compacted to min 93% Mod AASHTO. Refer Water Tank Stand Detail, DRG L1205-001.	No.	8		
F3	Concrete paved walkway 1.5m wide on compacted base. Refer Conc Apron Detail, DRG L1205-001.	m			
F4	V-drain: 25/19 concrete with Ref 193 mesh on compacted gravel, in situ, base compacted to 93% Mod AASHTO. Refer typical detail, DRG L1205-001.	m			

F5	Soil poisoning / anti-termite chemical treatment to foundation trenches & under surface bed; SABS-approved, applied per manufacturer's specification.	m²			
F6	Re-instate & grass disturbed areas; topsoil, establish vegetative cover. Refer Soakaway Detail (re-instatement), DRG L1205-001.	m²			
F7	Septic tank / conservancy tank & soakaway: excavate, supply & install, topsoil & vegetative cover, 300mm min cover. Refer Soakaway Detail, DRG L1205-001.	No.			
F8	Water reticulation & connection to all ablution blocks	Sum	1		
	Subtotal F – External Works & Site Services				
G GRADE R SECURE FENCING					
G1	1.8m high Clearvu/palisade fencing to Grade R enclosure, galvanised & coated, founded on concrete; complete.	m			
G2	Pedestrian gate to Grade R enclosure, galvanised, complete with locking. Refer Gate Details, DRG L1205-001.	No.	1		
	Subtotal G – Grade R Fencing				
H DEMOLITION, EARTHWORKS & GROUND RISK (provisional quantities – firm rates, remeasured)					
H1	Demolish existing pit latrine / redundant structure; make safe, cart away & dispose of all rubble to approved landfill.	No.			
H2	Bulk & trench excavation in all materials for foundations & services to required depths; including disposal. [4 structures × 100m³]	m³	240		
H3	Extra over bulk excavation for excavation in hard rock requiring mechanical breaking/pneumatic tools. [40% of total excavation]	m³	160		
H4	Keeping excavations free of water by pumping/bailing during construction.	day			
H5	Imported G6 selected fill / backfill, placed & compacted in layers to 93% Mod AASHTO.	m³			
	Subtotal H – Demolition, Earthworks & Ground Risk				
R RENOVATIONS TO EXISTING FACILITIES (provisional quantities – firm rates, remeasured)					
R1	Rainwater goods: supply & install new gutters & downpipes; complete.	m	60		
R2	Attend to cracks on walls: rake out, fill, patch & make good to match.	No.	10		
R3	Painting: prepare & apply approved paint system to walls (internal & external).	m²	400		
R4	Attend to ceiling & repaint: repair/replace damaged boards, paint.	m²	200		
R5	Install new fascia & bargeboards; complete & paint.	m	40		
R6	Attend to roof leaks & make good; reseal & repair as required.	Item	1		
R7	Replace WC toilet pan, cistern & seat; complete with connections.	No.	4		
R8	Replace wash-hand basin with mixer; complete with connections.	No.	4		
R9	Install galvanised gate; complete with locking.	No.	2		
R10	Replace broken window glass / glazing to match existing.	No.	8		
R11	Install mirrors above wash-hand basins; complete.	No.	6		
R12	Install ventilators to ablution blocks; complete.	No.	8		
	Subtotal R – Renovations				
	SCHOOL NETT TOTAL (excl. contingency & VAT)				

SIYAJABULA HIGH SCHOOL (EMIS 500269656)					
Enrolment 1344 (Grade R 0; Gr 1-12 1344). Configuration: SCENARIO C – separate Girls & Boys blocks + Educator/Disabled block. Structures: 3. Fittings per DBE Norms (Toilet Calculator Table 1).					
Item	**Description**	**Unit**	**Qty**	**Rate (R)**	**Amount (R)**
A PRELIMINARIES & GENERAL					
A1	Site establishment, mobilisation & de-establishment	Sum	1		
A2	Contractor's Quantity Surveyor (registered SACQSP) – key personnel; subject to substitution only with Employer's approval of equal calibre	Sum	1		
A3	Structural Engineer (registered ECSA Pr.Eng/Pr.Tech.Eng) – key personnel; subject to substitution only with Employer's approval	Sum	1		
A4	Occupational Health & Safety (OHS Act & Construction Regs); safety file	Sum	1		
A5	Site supervision & contractor's site agent	Sum	1		
A6	Preparation of Ablution Facilities and Site Layout Drawings	Sum	1		
A7	Survey	Sum	1		
A8	Geotech	Sum	1		
A9	Preparation of as-Built Drawings of Ablution Facilities	Sum	1		
A10	Time Based Obligations	Month	8		
	Subtotal A – Preliminaries & General				
B GIRLS' ABLUTION BLOCK					
B1	Ablution block superstructure: brick & mortar walls, plaster & paint, SABS-approved windows & doors, fibre-cement/IBR roof on timber/SABS truss to Truss Elevation. Refer Plans, Sections & Elevations, DRG L1205-001.	No.	1		
B2	Foundations & substructure to Structural Engineer's design; 25/19 in-situ concrete strip footings & surface bed, Ref 193 mesh, 150mm G6 selected fill compacted to 93% Mod AASHTO. Refer Foundation Plan & Slab Detail, DRG L1205-001 (Ilisu Consultants).	No.	1		
B3	Supply & install WC toilet pan, low-level cistern, seat & all connections; complete to detail. Refer VIP 200 System detail, DRG L1205-001.	No.	16		
B4	Supply & install wash-hand basin with mixer & connections; complete. Refer Hand Basin detail, DRG L1205-001.	No.	10		
	Subtotal B – Girls				
C BOYS' ABLUTION BLOCK					
C1	Ablution block superstructure: brick & mortar walls, plaster & paint, SABS-approved windows & doors, fibre-cement/IBR roof on timber/SABS truss to Truss Elevation. Refer Plans, Sections & Elevations, DRG L1205-001.	No.	1		
C2	Foundations & substructure to Structural Engineer's design; 25/19 in-situ concrete strip footings & surface bed, Ref 193 mesh, 150mm G6 selected fill compacted to 93% Mod AASHTO. Refer Foundation Plan & Slab Detail, DRG L1205-001 (Ilisu Consultants).	No.	1		
C3	Supply & install WC toilet pan, low-level cistern, seat & all connections; complete to detail. Refer VIP 200 System detail, DRG L1205-001.	No.	6		

C4	Supply & install urinal (bowl/trough) with division & connections; complete. Refer Bowl Urinal detail, DRG L1205-001.	No.	8		
C5	Supply & install wash-hand basin with mixer & connections; complete. Refer Hand Basin detail, DRG L1205-001.	No.	4		
	Subtotal C – Boys				
D EDUCATOR / DISABLED (UNISEX) BLOCK					
D1	Ablution block superstructure: brick & mortar walls, plaster & paint, SABS-approved windows & doors, fibre-cement/IBR roof on timber/SABS truss to Truss Elevation. Refer Plans, Sections & Elevations, DRG L1205-001.	No.	1		
D2	Foundations & substructure to Structural Engineer's design; 25/19 in-situ concrete strip footings & surface bed, Ref 193 mesh, 150mm G6 selected fill compacted to 93% Mod AASHTO. Refer Foundation Plan & Slab Detail, DRG L1205-001 (Ilisu Consultants).	No.	1		
D3	Female educator WC pan, cistern, seat & connections – complete	No.	3		
D4	Male educator WC pan, cistern, seat & connections – complete	No.	1		
D5	Male educator urinal & connections – complete	No.	2		
D6	Educator wash-hand basin with mixer – complete	No.	2		
D7	Paraplegic/disabled unisex WC (accessible) – complete with grab rails	No.	2		
	Subtotal D – Educator/Disabled				**0,00**
E EXTERNAL WORKS & SITE SERVICES					
E1	Supply & install 2 500 litre water tank. Refer Water Tank Stand Detail, DRG L1205-001.	No.	6		
E2	Tank stand: 25 MPa RC concrete grade, 25/19 in-situ concrete slab with Ref 366 mesh, 4 galvanised bars, 150mm layers G6 compacted to min 93% Mod AASHTO. Refer Water Tank Stand Detail, DRG L1205-001.	No.	6		
E3	Concrete paved walkway 1.5m wide on compacted base. Refer Conc Apron Detail, DRG L1205-001.	m			
E4	V-drain: 25/19 concrete with Ref 193 mesh on compacted gravel, in situ, base compacted to 93% Mod AASHTO. Refer typical detail, DRG L1205-001.	m			
E5	Soil poisoning / anti-termite chemical treatment to foundation trenches & under surface bed; SABS-approved, applied per manufacturer's specification.	m²			
E6	Re-instate & grass disturbed areas; topsoil, establish vegetative cover. Refer Soakaway Detail (re-instatement), DRG L1205-001.	m²			
E7	Septic tank / conservancy tank & soakaway: excavate, supply & install, topsoil & vegetative cover, 300mm min cover. Refer Soakaway Detail, DRG L1205-001.	No.			
E8	Water reticulation & connection to all ablution blocks	Sum	1		
	Subtotal E – External Works & Site Services				**0,00**
F GRADE R SECURE FENCING					
F1	Not applicable – no Grade R at this school	Item	0		
	Subtotal F – Grade R Fencing				**0,00**
G DEMOLITION, EARTHWORKS & GROUND RISK (provisional quantities – firm rates, remeasured)					

G1	Demolish existing pit latrine / redundant structure; make safe, cart away & dispose of all rubble to approved landfill.	No.			
G2	Bulk & trench excavation in all materials for foundations & services to required depths; including disposal. [3 structures × 100m³]	m³	180		
G3	Extra over bulk excavation for excavation in hard rock requiring mechanical breaking/pneumatic tools. [40% of total excavation]	m³	120		
G4	Keeping excavations free of water by pumping/bailing during construction.	day			
G5	Imported G6 selected fill / backfill, placed & compacted in layers to 93% Mod AASHTO.	m³			
	Subtotal G – Demolition, Earthworks & Ground Risk				**0,00**
R RENOVATIONS TO EXISTING FACILITIES (provisional quantities – firm rates, remeasured)					
R1	Rainwater goods: supply & install new gutters & downpipes; complete.	m	60		
R2	Attend to cracks on walls: rake out, fill, patch & make good to match.	No.	10		
R3	Painting: prepare & apply approved paint system to walls (internal & external).	m²	400		
R4	Attend to ceiling & repaint: repair/replace damaged boards, paint.	m²	200		
R5	Install new fascia & bargeboards; complete & paint.	m	40		
R6	Attend to roof leaks & make good; reseal & repair as required.	Item	1		
R7	Replace WC toilet pan, cistern & seat; complete with connections.	No.	4		
R8	Replace wash-hand basin with mixer; complete with connections.	No.	4		
R9	Install galvanised gate; complete with locking.	No.	2		
R10	Replace broken window glass / glazing to match existing.	No.	8		
R11	Install mirrors above wash-hand basins; complete.	No.	6		
R12	Install ventilators to ablution blocks; complete.	No.	8		
	Subtotal R – Renovations				**0,00**
	SCHOOL NETT TOTAL (excl. contingency & VAT)				**0,00**

IDT – KZN DOE PIT LATRINE ERADICATION (EIG) – PINETOWN TURNKEY		
BILL OF QUANTITIES – CLUSTER SUMMARY. NEC4 ECC Option B (Bill of Quantities). Contingency & VAT applied once at cluster level.		
No.	**School (priced bill on separate sheet)**	**Nett Total (R)**
1	Ntshongweni Primary School	
2	Ogunjini Primary School	
3	Siyajabula High School	
CLUSTER NETT SUBTOTAL		
Contingency (provisional sum) @ 10%		
SUBTOTAL incl. Contingency		
VAT @ 15%		
CLUSTER TENDER TOTAL (incl. VAT)		
Notes: Yellow cells = provisional quantities (ground-risk), remeasured on site against firm priced rates. External-works quantities (walkways, V-drains, fencing, soil poisoning, grassing, soakaway) to be confirmed from PSP site assessments. Grade R learner split estimated pending assessment. *All specifications reference DRG No. L1205-001. Configuration per DBE Norms via Toilet Calculator (Table 1).*		

C3 SCOPE OF WORKS

TURNKEY ON ERADICATION OF PIT LATRINE UNDER PINETOWN AND UMLAZI DISTRICT - KWAZULU-NATAL PROVINCE

C3.1 Scope of Work

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The employer's objective is to provide for the: Department of Education**, KwaZulu-Natal Province** a permanent, safe and hygienic ablution facilities which comply with the Department's Norms and Standards

1.2 Overview of the works

This project involves the Turnkey on Eradication of Pit Latrine Under Pinetown and Umlazi District - KwaZulu-Natal Province as listed but not limited to below.

- Design of VIP Toilets as per approved Drawings (L1205-01)
- Construction of VIP Toilets including all associated works
- External Works including Grassing, V Drains, Water Tanks, Fencing of Grade R Area
- Submission of Close Out Report, Final Account and As-Built Drawings

2 DESIGN / ENGINEERING

2.1 Employer's Design

Designs to be completed using the Drawings Attached

2.2 Drawings

Attached

3 PROCUREMENT

3.1 Preferential procurement procedures

This bid will be subject to the implementation of the Preferential Procurement Regulations, 2011 pertaining or relating to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and the relevant Supply Chain Management Legislation, etc.

Bidders are advised to to farmilarise themselves with contents of the above in relation to Preference Point System, Evaluation of bids appeals and other matters

3.1.1 Requirements for the sourcing and engagement of labour.

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

3.1.1.3 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.

3.1.2 Specific provisions pertaining to SANS 1914-5

3.1.2.1 Resources Standard Pertaining to targeted procurement

3.1.2.1.1 Targeted labour Unemployed persons to be employed as local labourers on the project.

3.1.2.2 Contract Participation Goal

3.1.2.2.2 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. (Failure to achieve the goal)

4. MANAGEMENT

4.1 Recording of weather

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

4.2 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.

4.3 Management meetings

The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

4.4 Forms for contract administration

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

4.5 Payment certificates

The Contractor to ensure that the VAT invoice required with each certificate is delivered timeously. The Contractor to ensure timeous submission of all required documentation for the expedient processing of payment certificates, as required by the Employer, e.g. BAS entity forms, company registration details, VAT clearance certificates, etc. The Contractor is responsible for such documentation submission.

C3.2 WORKS SPECIFICATION

TURNKEY ON ERADICATION OF PIT LATRINE UNDER PINETOWN AND UMLAZI DISTRICT - KWAZULU-NATAL PROVINCE

C3.2 Work Specification

The following work specifications shall apply to this contract and are bound in hereafter:

The contractor is refered to the following documents whether attached to this document or not;

1. THE MODEL PREAMBLES FOR TRADES 2017

SITE INFORMATION

4: Site Information

There are four school sites as per the table below:

No.	School	EMIS	District	Circuit	Local Municipality	GPS (Lat, Long)
1	Ntshongweni Primary School	500237947	Pinetown	Ndengezi	Ethekwini	-29.8367 30.6863
2	Ogunjini Primary School	500234016	Pinetown	Pheonix North	Ethekwini	-29.5889 30.9831
3	Siyajabula High School	500269656	Pinetown	Chwezi	Ethekwini	-29.6950 30.7552
4	Bhekulwandle Primary School	500109113	uMlazi	uMbumbulu	uMlazi	-30.0491 30.8446

Work area

Tenders shall be deemed to have visited the site and to have acquainted themselves fully with the nature of the site, obstructions, access restrictions, overhead cables, servitudes, etc. No claim whatsoever will be entertained due to errors or omissions in the tender price due to work area contitions
Materials must be stored within the site boundaries and may not be stored on the pavement

Access

No claim whatsoever will be entertained due to errors or omissions in the tender price due to the particular access limitations of the site

No parking of bakkies, machinery and equipment or off-loading of trucks will be allowed in the street or on the pavement. The pavement must be keep open and safe to the public at all times

Geo-Technical Investigation

A geotechnical Investigation to be conducted.

C4.1 LOCALITY MAP

INDEPENDENT DEVELOPMENT TRUST

TURNKEY ON ERADICATION OF PIT LATRINE UNDER PINETOWN AND UMLAZI DISTRICT - KWAZULU-NATAL PROVINCE

C4.1: Locality

No.	School	EMIS	District	Circuit	Local Municipality	GPS (Lat, Long)
1	Ntshongweni Primary School	500237947	Pinetown	Ndengezi	Ethekwini	-29.8367 30.6863
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