CLIENT **EMPLOYER**

PROJECT DESCRIPTION: PROCUREMENT OF A CONTRACTOR FOR CONSTRUCTION OF PROPOSED NEW MULTI-PURPOSE INDOOR SPORTS IN SMITHFIELD
TENDER NO: DSACR/FSIDT/01-SMIRTHFIELD-CON

20th November 2026

ISSUED BY:

THE INDEPENDENT DEVELOPMENT TRUST

IDT FREE STATE OFFICE

46 2nd Avenue
Westdene
Bloemfontein
Free State
9300

South Africa
Email: FsTenders@idt.org.za

Bidder Name: _____

Company Registration Number: _____

CIDB Registration Number: _____

CSD Registration Number: _____

COIDA / FEM Certificate Number: _____

Contact Person: _____

Contact emails address: _____

Important note:

No pages may be removed from this document. Tenderers are obliged to return the tender document in full, plus all the additional supporting documents required in terms of this tender document, failing which the prospective Tenderer will be removed from contention

Contents **Page(s)**

THE TENDER 4

PART T1 – TENDERING PROCEDURES 4

T1.1 – TENDER NOTICE AND INVITATION TO TENDER 5

T1.2 – TENDER DATA 17

PART T2 – SCHEDULE OF RETURNABLE DOCUMENTS Error! Bookmark not defined.

T2.1.1 _ INVITATION TO BID (SBD 1) 1

(1) PART A INVITATION TO BID 1

(2) PART B 2

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. 3

T2.1.2_BIDDER'S DISCLOSURE (SBD4) 5

T2.1.3 _ PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1) 7

T2.1.4 _ COMPULSORY ENTERPRISE QUESTIONNAIRE 13

T2.1.5_ COMPANY INCORPORATION PROPERTY COMMISSION CERTIFICATE 15

T2.1.6 _ AUTHORITY FOR SIGNATORY (ORIGINAL) 16

T2.1.7_CIDB REGISTRATION CERTIFICATE WITH GRADING 7 CLASS GB (GENERAL BUILDING) OR HIGHER 19

T2.1.8 _ JOINT VENTURE (JV) AGREEMENT/CONTRACT 20

T2.1.9 _VALID LETTER OF GOOD STANDING WITH COMPENSATION FOR OCCUPATIONAL AND INJURIES DISEASE ACT (COIDA) REGISTRATION CERTIFICATE OR FEMA CERTIFICATE NUMBER 21

T2.1.10_ ACKNOWLEDGEMENT OF ADDENDA TO THE TENDER DOCUMENT 22

T2.1.11 _ PROOF OF CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION 24

T2.1.12 _ TAX COMPLIANCE LETTER 25

T2.1.13 _ COMPETENCY, RELEVANT COMPANY EXPERIENCE IN THE PAST 10 YEARS 26

T2.1.14 A _ CLIENT REFERENCE FORMS WITH SCORING 29

T2.1.14 B _ CLIENT REFERENCE FORMS WITH SCORING 30

T2.1.14 C _ CLIENT REFERENCE FORMS WITH SCORING 31

T2.1.14 D _CLIENT REFERENCE FORMS WITH SCORING 32

T2.1.14 E _ CLIENT REFERENCE FORMS WITH SCORING 33

T2.1.14 F _ CLIENT REFERENCE FORMS WITH SCORING 34

T2.1.14 G _ CLIENT REFERENCE FORMS WITH SCORING 35

T2.1.15 _ KEY STAFF: FOR THE CONTRACT 36

T2.1.16. A _ EVALUATION SCHEDULE: CURRICULUM VITAE TEMPLATE - PROJECTS/ CONTRACTS MANAGER 37

1

T2.1.16. B _ EVALUATION SCHEDULE: CURRICULUM VITAE TEMPLATE - SITE MANAGER 38
T2.1.16. C _ EVALUATION SCHEDULE: CURRICULUM VITAE TEMPLATE- FOREMAN 39
T2.1.16. D_ HEALTH AND SAFETY OFFICER 40
T2.1.17_ORGANOGRAM OF KEY PERSONNEL TO BE ENGAGED ON THE PROJECT 41
T2.1.18_ PROOF OF LOCALITY 42

THE CONTRACT 43

PART C1: AGREEMENT AND CONTRACT DATA 44

C1.1 FORM OF OFFER AND ACCEPTANCE 45
C1.2 CONTRACT DATA 48
C2.1 PRICING INSTRUCTIONS 65
C2.2 BILL OF QUANTITY 69

PART C3 WORKS INFORMATION / SCOPE OF WORKS 70

PART C4: SITE INFORMATION 76

ANNEXURES 78

ANNEXURE 1: DRAWINGS 78
ANNEXURE 2: SPECIFICATIONS 79
ANNEXURE 3: BILL OF QUANTITIES 80
ANNEXURE 4 : OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS 81

CLIENT **EMPLOYER**

THE TENDER

PART T1 – TENDERING PROCEDURES

T1.1 – TENDER NOTICE AND INVITATION TO TENDER

On behalf of the Department of Sports Arts Culture and Recreation (DSACR), the Independent Development Trust (IDT) hereby invites suitably qualified and experienced contractors registered with the Construction Industry Development Board (CIDB) in a minimum grading designation of 7GB class (General Building) or higher.

To submit bids for a 15 Months Contract for the Construction of proposed new Multi-purpose indoor sports in Smithfield": Only bidders who have a **CIDB grading 7GB class (General Building) or above**, and comply with the tender conditions will be eligible.

Only bidders who have a **CIDB grading 7GB class (General Building) or Higher**, and comply with the tender conditions will be eligible.

TENDER EVALUATION

The evaluation of the tenders will be evaluated in three (3) phases.

PHASE ONE: MANDATORY/ AMINISTRTAIVE REQUIREMENTS/DOCUMENTATION

1.1 MANDATORY ADMINISTRATIVE REQUIREMENTS/ DOCUMENTATION

- Submission of fully completed and signed Invitation to Bid (SBD 1).
- Submission of fully completed and signed Bidder's Disclosure (SBD 4).
- Submission of fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1)
- The bidder must duly complete and sign the Compulsory Enterprise Questionnaire (in the case of a JV each member of the JV or consortium must complete the questionnaire).
- The bidder must provide a valid SARS Tax Compliance Status (TCS) PIN.

1.2. MANDATORY COMPULSORY REQUIREMENTS/ DOCUMENTATION

Only Tenderers who satisfy the following eligibility criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration.

- The bidder must be registered with (CIDB) in the category of General Building (GB), with a minimum grading of 7GB or higher, and must provide a valid CIDB registration number as proof of registration. In the case of a Joint Venture (JV), JV's must hold a consolidated CIDB Grading, which equates to the required grading.
- Submission of Joint Venture (JV) Agreement/Contract signed by all parties (legal entity or consortium/joint venture), authorising a dedicated person(s) to sign documents on behalf of the firm/ joint venture / consortium.
- The bidder must provide a valid letter of good standing from Department of Labour (COIDA) or FEM (If JV, each partner must submit valid COIDA or FEM Certificate).
- Signed acknowledgment of Addenda to the tender document (if applicable).
- The bidder must be registered with CIPC Company Incorporation Property Commission and provide source of verification (in the case of JV each company must be registered with CIPC).

- Authority to Sign a Bid Document, signed by director or Board / company resolution for companies that has more than one Director.
- The bidder must be registered on the National Treasury Central Supplier Database (CSD) and must provide a valid CSD registration number (MAAA number) to enable the Employer to verify the bidder's registration details and tax compliance status
- Attendance at the compulsory tender briefing meeting and signing of the attendance register is required. In the case of a joint venture (JV), at least one participating company must attend all the compulsory briefing meetings.
- The bidder must submit a duly completed and signed Form of Offer and Acceptance.
- Submission of a fully completed and priced Bill of Quantities (BOQ)

In addition, bidders who falls under the following criterial will result in direct disqualification of the bid:

(i) Failure to comply with the above requirements shall result indisqualification of the bid.
(ii) If any of the Directors are in the Employment of the State, the Regulation 13(c) of the Public Service Regulations, 2016 provides that an employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act. In alignment with Directive on conducting business with an organ of state issued by the minister of Public Service and Administration - 21 February 2024.
(iii) If the bidder is listed on National Treasury List of Restricted Suppliers shall result in disqualification of the bid.
(iv) If any of its Directors are listed on the Register of Defaulters shall result in disqualification of the bid.

The conditions of tender applicable to this procurement are the Standard Conditions of Tender contained in Annexure C of the Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts, August 2019, published under Board Notice 423 of 2019 in Government Gazette No. 42622 dated 8 August 2019.
By submitting a tender in response to this invitation, the Tenderer acknowledges and agrees to be bound by the applicable Standard Conditions of Tender, read together with the Tender Data and any applicable amendments, additions or project-specific requirements expressly stipulated in the tender documentation.
The Standard Conditions of Tender are available on the CIDB website: www.cidb.org.za.

Note:

The IDT reserves the right to request information or documentation in accordance with the provisions of the Promotion of Administrative Justice Act (PAJA). Failure to submit clarification and or documentation within 7 calendar days from request will disqualify the tender offer from further consideration.

PHASE TWO: FUNCTIONALITY CRITERIA

All responsive tender submissions will be evaluated against the functionality criteria and corresponding weightings stipulated in Table 1. Each criterion and applicable sub-criterion will be assessed and scored in accordance with the prescribed evaluation methodology.
The maximum score attainable for functionality is 100 points.

Application of Minimum Qualifying Thresholds
Only Tenderers who achieve an overall minimum qualifying score of **70 out of 100 points, and who meet the prescribed minimum threshold for each applicable criterion or sub-criterion, will qualify to proceed to the next stage of the evaluation process**.
Tenderers who fail to achieve the overall minimum functionality threshold **and** the minimum qualifying score for any individual criterion or sub-criterion, where such a threshold has been stipulated, will be deemed non-responsive and will not proceed to the next stage of evaluation.
The table 1 below summarized the functionality criteria, the maximum score in respect of each of the criteria to be considered for the evaluation, as well as the minimum threshold scores per criteria. The minimum threshold per criteria must be met, independently of the overall score. Bidders who fail to meet these minimum thresholds per criteria should be deemed non-responsive or disqualified, regardless of their total score.

Table 1: Functionality Criteria

Criteria	Maximum Points Allocation	Minimum threshold scores
1. Relevant Previous Experience on completed projects of a similar nature and value in the last ten (10) years	40	30
2. Signed and stamped client references on the same projects listed above OR Signed and Contactable reference letters from previous clients	20	10
3. Qualifications, Skills and Experience of project key resources	25	15
4. Locality	15	15
5. TOTAL	**100**	**70**

1. RELEVANT EXPERIENCE IN SIMILAR PROJECTS (40 POINTS)

The Bidder must demonstrate relevant experience in successfully executing projects of a similar nature, scope and complexity to the project being tendered for.
Only successfully completed projects with a minimum contract value of R20 million (Twenty Million Rand) per project will be considered for evaluation.
Bidders may submit a maximum of five (5) completed projects for evaluation.
Points will be allocated based on the number of qualifying projects submitted and supported by the required documentary evidence, as follows:
Documentary Evidence Requirements
Each project submitted for evaluation must be supported by the following documentation:

- Appointment Letter: A formal appointment letter issued to the Bidder by the client, confirming the appointment of the Bidder to undertake the project.

- Proof of Completion: A practical completion certificate, final completion certificate or an official letter issued by the client, on the client's official letterhead, confirming that the project has been successfully completed.
- Project Value: The supporting documentation must clearly indicate the contract value of the project, which must be at least R20 million per project.
- Client Contact Details: The supporting completion documentation or accompanying project information must include the client's full contact details, including the client's name, organisation, contact person, telephone number and email address, to enable the IDT to verify the submitted project experience.

Evaluation Notes:

- Only successfully completed projects of a similar nature, scope and complexity, with a minimum contract value of R20 million per project, will qualify for points.
- Projects that do not meet the minimum contract value requirement will not be considered for scoring.
- Projects that are not supported by the prescribed documentary evidence or cannot be verified may not be considered for scoring.
- The maximum score attainable under this criterion is 40 points.

Projects	Points
Not Submitted	**0**
Project 1	**8**
Project 2	**16**
Project 3	**24**
Project 4	**32**
Project 5	**40**
Total Number of Points	**40**

2. CLIENT REFERENCES (20 POINTS)

Points are allocated for performance on previous projects executed in terms of the respective completed “Client Reference Letter” (see returnable schedules) for the projects listed on the abovementioned “Relevant Project Experience in Similar construction projects” returnable schedule. OR Signed and Stamped client references letters on the above projects with contactable reference from previous clients

Projects	Overall Assessment by Client			
	No submitted/ Poor	**Fair**	**Good**	**Excellent**
Project A	0	1	3	4
Project B	0	1	3	4
Project C	0	1	3	4
Project D	0	1	3	4
Project E	0	1	3	4
Total Number of Points	**0**	**5**	**10**	**20**

3

3. QUALIFICATIONS, SKILLS AND EXPERIENCE OF PROJECT KEY RECOURCES (25 POINTS):

Points are allocated for professional qualifications and professional registration of allocated key personnel for the project under consideration.

Documentary Requirements for Proposed Key Personnel

- The Tenderer shall submit the following documentation for each proposed key personnel member:
- **Curriculum Vitae (CV):** An updated and comprehensive Curriculum Vitae detailing the individual's academic qualifications, relevant professional experience, technical competencies and experience gained in similar construction projects within the built environment sector.
- **Proof of Qualifications:** The bidder must submit certified copies of relevant academic or professional qualifications in the built environment or a related construction discipline, such as Civil Engineering, Construction Management, Building Science, Construction Supervision, or an equivalent recognised qualification relevant to the proposed position. For qualifications obtained outside South Africa, a SAQA evaluation certificate confirming the South African equivalence of the qualification must be submitted. Qualifications in unrelated disciplines will not be considered for functionality scoring.
- **Professional Registration:** Proof of valid professional registration with the relevant recognised built environment professional body, where applicable to the proposed position.
- **Project Management Structure and Organogram:** The Tenderer shall submit a project-specific management structure and organogram clearly indicating the proposed key personnel, their respective roles and responsibilities, reporting lines and involvement during the construction stage of the project.

Note: In the event of any change of key personnel during the construction stage, the tenderer must be able to provide the replacement personnel of similar expertise and experience and obtain approval from the employer within 5 working days.

Description of the Criteria		**Point allocation**
1. Project/ Contracts Manager		**6 Points**
Point allocated based on the relevant experience:		
Years of Experience	Point Allocation	
10 years and more	4 points	
8-9 years	3 points	
6-7 years	2 point	
5-3 years	1 point	
Less than 3 Years	0 points	

3

Point allocated based on the Qualification Qualifications — Point Allocation National Diploma — 1 point Bachelor's degree or higher — 2 points	
2. Site Manager	**6 Points**
Point allocated based on the relevant experience: Years of Experience — Point Allocation 10 years and more — 4 points 8-9 years — 3 points 6-7 years — 2 points 5-3 years — 1 point Less than 3 Years — 0 points **Point allocated based on the Qualification** Qualifications — Point Allocation National Diploma — 1 point Bachelor's degree or higher — 2 points	
3. Foreman	**6 Points**
Point allocated based on the relevant experience: Years of Experience — Point Allocation 10 years and more — 4 points 8-9 years — 3 points 6-7 years — 2 point 5-3 years — 1 point Less than 3 Years — 0 points **Point allocated based on the Qualification** Qualifications — Point Allocation National Diploma — 1 point Bachelor's degree or higher — 2 points	

4. Safety Health Officer (7 points):

Points will be allocated for tenderers who have at least one Health and Safety officer or Manager allocated to the project, with the relevant experience and with Professional registration from SACPCMP. Only Pr. Health and Safety officer, Manager or Agent. Registered as CHSO or CHSM or CHSA will be considered.

Tenderers are required to provide Curriculum Vitae together with certified proof of qualifications and professional registration as Health and Safety officer, Manager or Agent

3

Category	Qualification (Maximum of 3 Points)		Experience (Maximum of 4 Points)		
	Not Qualified	**Qualified**	Between 2 - 5 Years	Between 6 - 10 Years	Between 11 - above Years
Health and Safety Resource	0	3	1	3	4

Where the Health and Safety officer allocated to this project is 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 Health and Safety officer with a person with equivalent competencies subject to approval by the employer.
Where the Health and Safety officer allocated to this project is 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 Construction Health and Safety Officer with a person with equivalent competencies subject to approval by the employer.

4. <u>LOCALITY (15 POINTS):</u>

Points will be allocated to contractors who provide at least one of the following verifiable documents:

- A valid municipal account (rates, water or electricity) in the name of the bidding entity.
- A Valid and signed lease or rental agreement for business premises
- Recent utility bills or other verifiable operational documents reflecting the business address.

Description	**Points**
Proof of locality	**15**
Non-Submission: thresholds lower than above	**0**
Mohokare Local Municipality 15 **Free State Province 10** **Outside Free State Province 0**	

Notes:

1. **Bidders are required to score minimum points of 70% for Functionality as stated in the tender data**
2. **Bidders who fail to meet the required minimum number of points for functionality as stated in the tender data shall be disqualified**
3. **Bidders who fail to disclose mandatory required information as per the returnable schedules shall be disqualified**

Bidders to submit the following for means of verification:

a) Project list of similar completed projects
b) Certified certificates of qualification of key staff and CV's including references
c) Traceable References for projects completed
d) Traceable references for suppliers

3

PHASE THREE: PREFERENTIAL POINT SYSTEM

Tenderers who successfully meet all the functionality requirements and qualifying thresholds will proceed to the evaluation of price and preference points in accordance with the applicable Preferential Procurement Regulations, the IDT's approved procurement policy and the preference point system specified in the tender documentation.

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:
The 80/20 or 90/10 Preferential Point System will be applied, where 90/80 points will be allocated for price and 10/20 points for specific goals. The 80/20 or 90/10 system will be used since the estimated value for this project is above the R50 000 000 (all applicable taxes included).
The maximum attainable combined score for price and preference is 90+10=100 points.

Price will be score as follow:
Price will be scored using the Formula Ps = 90(1-((Pt - Pmin)/Pmin) where:

1. Ps is the number of points scored for comparative price of tender under consideration;
2. Pmin is the comparative price of the lowest acceptable tender offer;
3. Pt is the comparative price of tender offer under consideration.

Specific Goals/Preference will be scored as follows:
Table 2: Specific goals for the tender and points claimed are indicated per the table below.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)	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 Ownership	3	6		
Youth Ownership	3	6		
People with Disabilities Ownership	2	4		
Black Male Ownership	2	4		
Total points for SPECIFIC GOALS	**10**	**20**		

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system on both 90/10 and 80/20 highlighted in green.*)**
Source Documents to be submitted with the Tender:

- CSD Report and 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)

3

RISK ASSESSMENT

- The Independent Development Trust (IDT) reserves the right to conduct a comprehensive technical and commercial risk assessment of the recommended Tenderer(s) prior to the finalisation of the procurement process and award of the contract.
- The purpose of the risk assessment is to establish whether the recommended Tenderer possesses the necessary technical capacity, human resources, financial capability and commercial sustainability to successfully execute and complete the project in accordance with the tender requirements, specifications, contract conditions and stipulated timelines.
- The risk assessment may include requests for clarification, additional supporting documentation, independent verification of information submitted, reference checks and site inspections, where deemed necessary by the IDT.
- The risk assessment will cover, but will not necessarily be limited to, the following areas:

1. TECHNICAL RISK ASSESSMENT

1.1 Relevant Experience in Similar Projects

- The IDT may assess whether the recommended Tenderer has demonstrated sufficient experience and a proven track record in successfully completing projects of a similar nature, scope, value and complexity to the project being procured.
- The assessment may include:
- Verification of previously completed projects against the information and supporting documentation submitted in the tender.
- Verification of project values, scope of work and completion status.
- Independent reference checks with previous clients to establish the Tenderer's performance, quality of work, adherence to project timelines and ability to manage contractual obligations.
- Physical inspections of previously completed projects, where considered necessary by the IDT.
- Tenderers must provide accurate and verifiable client references, including the names and contact details of relevant client representatives.
- Any material discrepancies, misrepresentation or inability to verify information submitted may result in further investigation and may affect the Tenderer's suitability for contract award.

1.2 Suitably Qualified and Appropriately Experienced Human Resources

- The IDT may assess whether the recommended Tenderer has the necessary human resources, technical expertise and management capacity to successfully execute the project.
- The assessment will consider:
- The qualifications, skills and relevant construction experience of the proposed key personnel.
- Valid professional registrations with the relevant built environment professional bodies, where applicable.
- The adequacy of the proposed project management structure and organogram.
- The roles, responsibilities and reporting lines of the proposed project team.
- The availability and commitment of the proposed key personnel for the duration of the project.
- The Tenderer's ability to provide suitably qualified replacement personnel when required.
- The IDT reserves the right to verify the qualifications, professional registrations, employment history and experience of the proposed personnel through the relevant institutions, professional bodies and references.

2. COMMERCIAL RISK ASSESSMENT

2.1 Tendered Price and Commercial Sustainability

- The IDT will assess the commercial sustainability and reasonableness of the recommended Tenderer's pricing to determine whether the tendered amount is sufficient to execute the full scope of work in accordance with the tender requirements.

The assessment may include:

- Verification of the completeness and accuracy of the submitted activity schedule and pricing documentation.
- Assessment of the reasonableness of rates and prices against prevailing market-related prices and industry benchmarks.
- Identification of abnormally low, unbalanced or potentially unsustainable rates and prices.
- Verification that all required activities, resources, materials, labour and other cost components have been adequately provided for in the tendered price.
- Assessment of the potential financial and contractual risks associated with the tendered pricing.
- The IDT may request clarification and supporting information from the recommended Tenderer where pricing anomalies, omissions or potential commercial risks are identified.

3. OUTCOME OF THE RISK ASSESSMENT

- Following the risk assessment, the IDT may:
- May request further clarification or additional supporting documentation from the recommended Tenderer.
- May require the Tenderer to provide further evidence to substantiate its technical or financial capacity.
- Identify risks that may require appropriate mitigation measures or additional contractual safeguards.
- Determine whether the identified risks materially affect the Tenderer's ability to successfully execute the project.
- Where the risk assessment establishes material concerns regarding the Tenderer's technical capacity, and ability to perform the contract or the accuracy and authenticity of information submitted, the IDT reserves the right to exclude the Tenderer from further consideration, subject to the applicable procurement framework, the tender conditions and the principles of fairness, transparency and procedural fairness.
- The IDT reserves the right not to proceed with the award where the identified risks cannot be adequately addressed or mitigated.

STAGE OF AWARD

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

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

AVAILABILITY OF DOCUMENTS

Documents will be available free of charge online from the **20th November2026** on the following websites:

- Itender – www.i-tender.co.za
- Etender – www.etenders.gov.za
- IDT website - www.idt.org.za

3

Tenders must only be submitted on the tender documentation that is downloaded from the stipulated websites. The retyping of the tender document is not permitted.

BIDDERS QUERIES

All queries relating to this tender may be addressed in writing to the e-mail: **FsTenders@idt.org.za.** No verbal or telephonic No verbal or telephonic queries will be attended to. Any attempt to verbally contact with the IDT's employee to influence outcome of this tender will lead to disqualification of the bid. All queries should be submitted sevent (7) calendar days before the closing date. Queries sent after will not be acknowledge.

COMPULSORY TENDER BRIEFING

A compulsory tender briefing meeting with the representatives of the Employer will take place on the date and time specified on table below. All attendees (representatives per Tenderer) are to carry identification document to the tender briefing meeting. The Tenderer must be represented at the tender briefing meeting by a person who is suitably qualified and experienced to comprehend the scope of works and the implementation requirements. The tender representative must sign the attendance register that will be provided by the Employer. In the case of Joint Venture (JV), at least one company forming part of the JV should be represented in all briefing meetings.

Bidders are required to attend the briefing meeting as scheduled on table below. Bidders that fail to attend the compulsory briefing meeting will be disqualified.

Compulsory tender briefing schedule:

Site Name /Site Briefing Location	Date	Time
Facility Name: Smithfield Indoor Sport Centre Coordinates: 30°12′45″S 26°31′53″E Town: Smithfield	Monday 30th November 2026	11:00 AM

TENDER CLOSING DATE AND TIME

The closing time for receipt of tenders is Monday the **14 December 2026 @ 12H00**. Tenders shall be submitted at:

"**The IDT Free State Office Tender Box"**
The Physical Address delivery of Tender documents is:
The Independent Development Trust
46 2nd Avenue
Westdene
Bloemfontein
FREE STATE 9300

Requirements for sealing, addressing, delivery and assessment of tenders are stated in the Tender Data. Is the responsibility of the bidder to ensure that the bid documents with all relevant returnable documents are submitted in a **sealed envelope.**

Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed, where each page of the tender document should be signed by the bidder in black ink. Use of correction fluid is prohibited.

Disclaimer:

Telegraphic, telephonic, facsimile, email and late tenders will not be accepted.

Requirements for submission, sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

The IDT reserve the right not to appoint the lowest bid financial proposal, based on the outcome of the tender risk assessment.

3

T1.2 – TENDER DATA

The conditions of tender are the CIDB Standard Conditions of Tender as contained under Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works as published in Government Gazette No 42622, Department of Public Works Notice 423 of August 2019. Refer to see www.cidb.org.za.

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 applies.

Clause Number	Tender Data
C.1	**General**
SCOPE OF WORKS	The Tender shall be for construction of: SMITHFIELD MULTI-PURPOSE INDOOR SPORTS CENTRE The "15 Months Contract: construction of: SMITHFIELD MULTI-PURPOSE INDOOR SPORTS CENTRE Construction of a proposed new Multi-purpose indoor sports in Smithfield complete with: • Building works consisting of: - Earthworks - Concrete floors, columns, walls and roof slabs. - Foundation and Super-structure brick walls and Face brick external finishes. - Structural steel roof - Metal roof sheeting - Aluminium windows - Floors and wall finishes - Doors and doors furniture - Plumbing and drainage - Gym Equipment - Kitchen equipment - Water storage tanks - Access control • Electrical installation - LT Cables - Distribution Boards - Electrical Connection - Lighting and small power - Lighting protection - Telephone and Data Conducting Installation - Fire Detection • Mechanical Installation - HVAC - Fire protection • External works - Landscaping - Roads & Pavings - Bulk water supply - Soil drainage - Stormwater drainage - Perimeter fencing The Invitation to Tender Number is **DSACR/FSIDT/01-SMIRTHFIELD-CON**
C.1.1	**Actions**
C.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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

Clause Number	Tender Data
C.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.
C.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.
C.1.2	**Tender documents** The documents issued by the Employer comprise the following documents: **<u>The Tender</u>** **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 **<u>The Contract</u>** **PART C1: AGREEMENT AND CONTRACT DATA** C1.1 Form Of Offer And Acceptance C1.2 Contract Data C1.3 Construction Guarantee C1.4 Adjudicator's Agreement **PART C2 PRICING DATA** C2.1 : Pricing Instructions C2.2 : Activity Schedule C2.3 : Schedule or Rates **Part C3 : WORKS INFORMATION / SCOPE OF WORKS / SPECIFICATIONS** C3.1: Employer's Works Information C3.2: Scope of Works and Technical Specifications C3.2.1: Introduction C3.2.2: Notice to Bidder C3.2.3: Requirements C3.2.4: Scope & Maintenance Requirements C3.2.5: General Specifications C3.2.6 Administrative Facilities, Equipment and Materials

3

Clause Number	Tender Data
	Part C4 : Site Information **Facility Name**: Smithfield Indoor Sport Centre **Coordinates**: 30°12′45″S 26°31′53″E **Town:** Smithfield
C1.4	**Communication and Employer's Agent/ Project Manager** Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.
C1.4. (a)	The Employer is the **Independent Development Trust (IDT)** The IDT Representative is: Name: **Ms. Millicent Mogari/Ms. Yonela Bobani** Email: FsTenders@idt.org.za IDT FREE STATE OFFICE 46 2nd Avenue Westdene Bloemfontein Free State 9300
C1.4. (b)	**The Employer's Agent is** Name: **Quantum Built & Environment Consultants (Pty) Ltd** Capacity: • Project management, • Quantity Surveying, • Architectural, • Civil Engineering, • Structural Engineering, • Mechanical Engineering, • Electrical Engineering and • Occupational Health & Safety) Physical address: 74 Stals Road Wilgehof Bloemfontein 9301

3

Clause Number	Tender Data
C1.5.1	**The employer's right to accept or reject any tender offer**
C.1.5.1	An employer may, prior to the award of the tender, cancel a tender if: a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation; b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process.
C.1.5.2	The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.
C.1.5.3	An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.
C2	**Tenderer's Obligations**
C.2.1	**Eligibility**
C.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 (IDT) or the DSACR. Only Tenderers who satisfy the following eligibility criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration. **PHASE ONE: MANDATORY/ AMINISTRTAIVE REQUIREMENTS/DOCUMENTATION** **MANDATORY ADMINISTRATIVE REQUIREMENTS/ DOCUMENTATION** • Submission of fully completed and signed Invitation to Bid (SBD 1). • Submission of fully completed and signed Bidder's Disclosure (SBD 4). • Submission of fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1) • The bidder must duly complete and sign the Compulsory Enterprise Questionnaire (in the case of a JV each member of the JV or consortium must complete the questionnaire). • The bidder must provide a valid SARS Tax Compliance Status (TCS) PIN. **MANDATORY COMPULSORY REQUIREMENTS/ DOCUMENTATION** Only Tenderers who satisfy the following eligibility criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration.

3

Clause Number	Tender Data
	• The bidder must be registered with (CIDB) in the category of General Building (GB), with a minimum grading of 7GB or higher, and must provide a valid CIDB registration number as proof of registration. In the case of a Joint Venture (JV), JV's must hold a consolidated CIDB Grading, which equates to the required grading. • Submission of Joint Venture (JV) Agreement/Contract signed by all parties (legal entity or consortium/joint venture), authorising a dedicated person(s) to sign documents on behalf of the firm/ joint venture / consortium. • The bidder must provide a valid letter of good standing from the Department of Labour (COIDA) or FEM (If JV, each partner must submit valid COIDA or FEM Certificate). • Signed acknowledgment of Addenda to the tender document (if applicable). • The bidder must be registered with CIPC Company Incorporation Property Commission and provide source of verification (in the case of JV each company must be registered with CIPC). • Authority to Sign a Bid Document, signed by director or Board / company resolution for companies that has more than one Director. • The bidder must be registered on the National Treasury Central Supplier Database (CSD) and must provide a valid CSD registration number (MAAA number) to enable the Employer to verify the bidder's registration details and tax compliance status • Attendance at the compulsory tender briefing meeting and signing of the attendance register is required. In the case of a joint venture (JV), at least one participating company must attend all the compulsory briefing meetings. • The bidder must submit a duly completed and signed Form of Offer and Acceptance. • Submission of a fully completed and priced Bill of Quantities (BOQ) In addition, bidders who falls under the following criterial will result in direct disqualification of the bid: (v) Failure to comply with the above requirements shall result in disqualification of the bid. (vi) If any of the Directors are in the Employment of the State, the Regulation 13(c) of the Public Service Regulations, 2016 provides that an employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act. In alignment with Directive on conducting business with an organ of state issued by the minister of Public Service and Administration - 21 February 2024.

Clause Number	Tender Data
	(vii) If the bidder is listed on National Treasury List of Restricted Suppliers shall result in disqualification of the bid. (viii) If any of its Directors are listed on the Register of Defaulters shall result in disqualification of the bid. The conditions of tender applicable to this procurement are the Standard Conditions of Tender contained in Annexure C of the Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts, August 2019, published under Board Notice 423 of 2019 in Government Gazette No. 42622 dated 8 August 2019. By submitting a tender in response to this invitation, the Tenderer acknowledges and agrees to be bound by the applicable Standard Conditions of Tender, read together with the Tender Data and any applicable amendments, additions or project-specific requirements expressly stipulated in the tender documentation. The Standard Conditions of Tender are available on the CIDB website: www.cidb.org.za.
C.2.1.1.1	**CIDB Grading** In order to be considered for an appointment in terms of this tender, the tenderer must be registered with the Construction Industry Development Board (CIDB) in a contractor grading designation of **Grade 7GB or higher**, in the appropriate class of construction works, in accordance with the scope and value of the tender. Joint ventures are eligible and may submit tenders, provided that: • Every member of the joint venture is registered with the CIDB in the relevant class of construction works; • The lead partner has a contractor grading designation of at least Grade 7GB; and • The combined contractor grading designation of the joint venture, calculated in accordance with the Construction Industry Development Regulations, meets or exceeds Grade 7GB in the relevant class of construction works, as determined in accordance with the applicable CIDB requirements and the sum tendered.
C.2.1.1.2	**Joint ventures** Joint ventures are eligible to have their submissions evaluated provided that: • Notarized and signed Joint Venture or consortium Agreement Between Parties (if applicable)
C.2.1.1.3	**SBD Forms: Duly completed and signed Standard Bid Documents:** • Invitation to Bid (SBD 1) • Signed Bidder's Disclosure (SBD 4) • Preference Points Claim Forms (SBD 6.1) • Declaration Certificate for Local Production and Content for Designated Sectors (SBD 6.2)

Clause Number	Tender Data
C.2.1.1.4	**Company Documents** • Original Certificate of Authority for Signatory • Contractor's Certified Copy of Registration of Incorporation or Company Registration Documents. • Valid letter of good standing from Department of Labour (COIDA) or FEM (If JV, each partner must submit valid COIDA or FEM Certificate).
C.2.1.1.5	**Pricing Documents** • Original Signed Form of Offer and Acceptance (signed in black INK) • Original Fully Completed Priced, tender document part C2.3 of The Contract. (signed in black INK)
C.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 losing time for tenders.
C.2.2	**Cost of tendering**
C.2.2.1	Accept that, unless otherwise stated in the tender data, 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 complies with requirements.
C.2.2.2	The bidder is not expected to purchase the tender document. The tender documents will be free of charge and available in the following website: • eTender – www.etenders.gov.za • IDT website - www.idt.org.za
C.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 comply with requirements.
C.2.3	**Check documents** Check the tender documents on receipt for completeness and notify the employer of any discrepancies or omissions.
C.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. Bidders are required to acknowledge and sign off the confidentiality declaration as stipulated in section T2.2.

Clause Number	Tender Data
C.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 form evaluation. This is due to incomparability of offers with the rest of the bidders.
C.2.7	**Tender briefing/ clarification meeting** A compulsory tender briefing meeting with the representatives of the Employer will take place on the 30th of November 2026@ 11H00 in Smithfield Indoor Sport Centre in Smithfield. **Coordinates:** 30°12′45″S 26°31′53″E All attendees (representatives per Tenderer) are to carry identification document to the tender briefing meeting. The Tenderer must be represented at the tender briefing meeting by a person who is suitably qualified and experienced to comprehend the scope of works and the implementation requirements. The tender representative must sign the attendance register that will be provided by the Employer. In the case of Joint Venture (JV), at least one company forming part of the JV should be represented in all briefing meetings. Bidders are required to attend the briefing meetings as scheduled on table below. Bidders that fail to attend the compulsory briefing meeting will be disqualified. Compulsory tender briefing schedule:

Site Name /Site Briefing Location	Date	Time
Facility Name: Smithfield Indoor Sport Centre **Coordinates:** 30°12′45″S 26°31′53″E **Town:** Smithfield	Monday 30th November 2026	11:00 AM

C.2.8	**Seek clarification** Request clarification of the tender documents, if necessary, by notifying the employer at least seven ***(7)*** working days before the closing time stated in the tender data. Queries sent after will not be acknowledge. All queries relating to this tender may be addressed in writing to the e-mail: **FsTenders@idt.org.za.** No verbal or telephonic No verbal or telephonic queries will be attended to. Any attempt to verbally contact with the IDT's employee to influence outcome of this tender will lead to disqualification of the bid.

3

Clause Number	Tender Data
C.2.9	**Insurances** Refer to contract data for insurance requirements
C.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 alterations or additions necessary to correct errors made by the Tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of correction/ masking fluid are prohibited. Any unauthorised alterations or additions to the tender documents will lead to disqualification of the tenderer.
C.2.12	**Alternative tender offers** No alternative tender offers will be considered
C.2.13	**Submitting a tender offer**
C.2.13.2	Return all returnable documents to the employer after completing them in their entirety by writing legibly in non-erasable (all signature in black ink)
C.2.13.3	The Tender Offer shall be submitted as one original signed document. The Tender Offer document shall be the tender document in its entirety, containing all returnable including Bills of Quantities, Requirements, General Specifications, completed in full and duly signed. The Tender Offer shall consist of a maximum of One (1) Lever Arch Files wrapped or sealed as one package (e.g. box or wrapping) marked as per clause C.2.13.5. Each of the Lever Arch Files must be clearly labelled with the Tenderer's name, Tender number, Tender name and Tenderer's contact details.
C.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.
C.2.13.5	The tender shall be addressed to the *Employer* as follows: **INDEPENDENT DEVELOPMENT TRUST (IDT) FREE STATE OFFICE** **Tender No. DSACR/FSIDT/01-SMIRTHFIELD-CON** **TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE 15 MONTH CONTRACT: CONSTRUCTION OF SMITHFIELD MULTI-PURPOSE INDOOR SPORTS CENTRE** Construction of proposed new Multi-purpose indoor sports in Smithfield complete with: • Building works consisting of: -

3

Clause Number	Tender Data
	• Earthworks - Concrete floors, columns, walls and roof slabs. - Foundation and Super-structure brick walls and Face brick external finishes. - Structural steel roof - Metal roof sheeting - Aluminium windows - Floors and wall finishes - Doors and doors furniture - Plumbing and drainage - Gym Equipment - Kitchen equipment - Water storage tanks - Access control • Electrical installation - LT Cables - Distribution Boards - Electrical Connection - Lighting and small power Lighting protection - Telephone and Data Conducting Installation - Fire Detection • Mechanical Installation - HVAC - Fire protection • • External works - Landscaping - Roads & Pavings - Bulk water supply - Soil drainage - Stormwater drainage - Perimeter fence. Closing date: Monday 14th December 2026 Closing time of the bid:12H00 **Marked Confidential**
C.2.13.6	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer should be submitted in the tender box located at the following address: The place for delivery of the tender is the IDT Tender Box located at: "The IDT Free State Office Tender Box" The Physical Address delivery of Tender documents is IDT Free State Office: IDT FREE STATE OFFICE 46 2ND AVENUE WESTDENE BLOEMFONTEIN FREE STATE 9300 Bidders should fill out the tender register at a time and date the tender is dropped off in the IDT tender box. Note: No tenders will be accepted at any other IDT offices.
C.2.13.8	Accept that the employer will 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.
C.2.13.9	Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
C.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 being non-responsive.

3

Clause Number	Tender Data
C.2.15	**Closing time – 12:00 noon**
C.2.15.1	The closing time **for the Tender Submission is no later than 12h00 (Noon)** on **14 December 2026** The Physical Address delivery of Tender documents is IDT Free State Office: **THE INDEPENDENT DEVELOPMENT TRUST** **IDT FREE STATE OFFICE** 46 2ND AVENUE WESTDENE BLOEMFONTEIN FREE STATE 9300
C.2.16	**Tender offer validity** The tender validity period is **120 calendar days** from close of Tender
C.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.
C.2.16.2	If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.
C.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. Provide access during working hours to bidder's premises for inspections.
C.2.19	**Inspections, Tests and Analysis** Access may be provided for inspections, and analysis on site during the tendering period. Bidders attending the compulsory briefing meeting, will be required to formally request access to the sites indicating date and time of the assessment/inspection date per centre for the purpose of accessing the integrated security system and interrelated equipment and subsystems.
C.2.19.1	Only bidders that attended the briefing meetings are welcome to conduct site assessment. Bidders may be permitted to conduct site inspections at the facility Site inspections must be arranged in advance with the Independent Development Trust (IDT), by providing written notification at least **three (3) working days prior to the intended inspection date**. Bidders must provide the full names and ID numbers of all key personnel who will be attending the site inspection. All requests for site inspections and relevant personnel details must be submitted in writing to the following email address: ****FsTenders@idt.org.za**.** Site inspections will only be permitted during official working days and working hours, between **09h00 and 16h00**, and will be subject to prior arrangement and confirmation by the IDT.

3

Clause Number	Tender Data
C.2.23	**Certificates** The Tenderer is required to submit with bid all the certificates as stated in the lists of returnable documents (T2.1). The submission of all returnable documents should be following sequence indicated in the Schedule of Returnable Documents (T2.1)
C.3	**The Employer's Undertakings**
C.3.2	**Issue addenda** If necessary, issue of addenda that may amend or amplify the tender documents to each Tenderer during the period from the date of the tender notice If, as a result of the issuing of addenda, a Tenderer applies for an extension to the closing time stated in the tender data, the employer may grant, at their discretion, such extension and shall then notify all Tenderers who drew documents.
C.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.
C.3.4	**Opening of Tender Submissions** There will be **no public opening of tenders** following the tender closing date and time. Tenders received will be opened and recorded internally by the Independent Development Trust (IDT) in accordance with its applicable procurement policies and procedures.The tender opening process will not be open to bidders or members of the public. No public announcement of tenderers' names or tendered amounts will take place at the time of opening..
C.3.5	One-envelope procedure is applicable to this tender.
C.3.6	**Non-disclosure** Do 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 until after the award of the contract to the successful Tenderer.
C.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.
C.3.11	**The Tender Offer Evaluation** The evaluation of the tender will be carried out in three (3) phases.

3

Clause Number	Tender Data
C.3.11.1	**PHASE ONE: MANDATORY/ AMINISTRTAIVE REQUIREMENTS/DOCUMENTATION** **MANDATORY ADMINISTRATIVE REQUIREMENTS/ DOCUMENTATION** • Submission of fully completed and signed Invitation to Bid (SBD 1). • Submission of fully completed and signed Bidder's Disclosure (SBD 4). • Submission of fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1) • The bidder must duly complete and sign the Compulsory Enterprise Questionnaire (in the case of a JV each member of the JV or consortium must complete the questionnaire). • The bidder must provide a valid SARS Tax Compliance Status (TCS) PIN. **MANDATORY COMPULSORY REQUIREMENTS/ DOCUMENTATION** Only Tenderers who satisfy the following eligibility criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration. • The bidder must be registered with (CIDB) in the category of General Building (GB), with a minimum grading of 7GB or higher, and must provide a valid CIDB registration number as proof of registration. In the case of a Joint Venture (JV), JV's must hold a consolidated CIDB Grading, which equates to the required grading. • Submission of Joint Venture (JV) Agreement/Contract signed by all parties (legal entity or consortium/joint venture), authorising a dedicated person(s) to sign documents on behalf of the firm/ joint venture / consortium. • The bidder must provide a valid letter of good standing from Department of Labour (COIDA) or FEM (If JV, each partner must submit valid COIDA or FEM Certificate). • Signed acknowledgment of Addenda to the tender document (if applicable). • The bidder must be registered with CIPC Company Incorporation Property Commission and provide source of verification (in the case of JV each company must be registered with CIPC). • Authority to Sign a Bid Document, signed by director or Board / company resolution for companies that has more than one Director. • The bidder must be registered on the National Treasury Central Supplier Database (CSD) and must provide a valid CSD registration number (MAAA number) to enable the Employer to verify the bidder's registration details and tax compliance status • Attendance at the compulsory tender briefing meeting and signing of the attendance register is required. In the case of a joint venture (JV), at least one participating company must attend all the compulsory briefing meetings.

Clause Number	Tender Data
	• The bidder must submit a duly completed and signed Form of Offer and Acceptance. • Submission of a fully completed and priced Bill of Quantities (BOQ) In addition, bidders who falls under the following criterial will result in direct disqualification of the bid: (ix) Failure to comply with the above requirements shall result indisqualification of the bid. (x) If any of the Directors are in the Employment of the State, the Regulation 13(c) of the Public Service Regulations, 2016 provides that an employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act. In alignment with Directive on conducting business with an organ of state issued by the minister of Public Service and Administration - 21 February 2024. (xi) If the bidder is listed on National Treasury List of Restricted Suppliers shall result in disqualification of the bid. (xii) If any of its Directors are listed on the Register of Defaulters shall result in disqualification of the bid. The conditions of tender applicable to this procurement are the Standard Conditions of Tender contained in Annexure C of the Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts, August 2019, published under Board Notice 423 of 2019 in Government Gazette No. 42622 dated 8 August 2019. By submitting a tender in response to this invitation, the Tenderer acknowledges and agrees to be bound by the applicable Standard Conditions of Tender, read together with the Tender Data and any applicable amendments, additions or project-specific requirements expressly stipulated in the tender documentation. The Standard Conditions of Tender are available on the CIDB website: www.cidb.org.za. **Note:** The IDT reserves the right to request information or documentation in accordance with the provisions of the Promotion of Administrative Justice Act (PAJA). Failure to submit clarification and or documentation within 7 calendar days from request will disqualify the tender offer from further consideration.

Clause Number	Tender Data
C.3.11.2	**PHASE TWO: FUNCTIONALITY CRITERIA** All responsive tender submissions will be evaluated against the functionality criteria and corresponding weightings stipulated in Table 1. Each criterion and applicable sub-criterion will be assessed and scored in accordance with the prescribed evaluation methodology. The maximum score attainable for functionality is 100 points. **Application of Minimum Qualifying Thresholds** Only Tenderers who achieve an overall minimum qualifying score of **70 out of 100 points, and who meet the prescribed minimum threshold for each applicable criterion or sub-criterion, will qualify to proceed to the next stage of the evaluation process**. Tenderers who fail to achieve the overall minimum functionality threshold **and** the minimum qualifying score for any individual criterion or sub-criterion, where such a threshold has been stipulated, will be deemed non-responsive and will not proceed to the next stage of evaluation. The table 1 below summarized the functionality criteria, the maximum score in respect of each of the criteria to be considered for the evaluation, as well as the minimum threshold scores per criteria. The minimum threshold per criteria must be met, independently of the overall score. Bidders who fail to meet these minimum thresholds per criteria should be deemed non-responsive or disqualified, regardless of their total score. **Functionality Criteria** **BREAKDOWN OF THE FUNCTIONALITY** **Evaluation points will be awarded in terms of the following**
C.3.11.2.1	**Functionality Criteria** Criteria / Maximum Points Allocation / Minimum threshold scores 1. Relevant Previous Experience on completed projects of a similar nature and value in the last ten (10) years — 40 — 30 2. Signed and stamped client references on the same projects listed above OR Signed and Contactable reference letters from previous clients — 20 — 10 3. Qualifications, Skills and Experience of project key resources — 25 — 15 4. Locality — 15 — 15 **5. TOTAL — 100 — 70** The Bidder shall submit the returnable documentation as specified in the Tender Data (C3.11.2) to facilitate the evaluation of functionality criteria. Failure to submit the required documentation may result in the Bidder scoring zero (0) points for the applicable criteria.

3

Clause Number	Tender Data
C.3.11.2.1a	**RELEVANT EXPERIENCE IN SIMILAR PROJECTS (40 POINTS)** The Bidder must demonstrate relevant experience in successfully executing projects of a similar nature, scope and complexity to the project being tendered for. Only **successfully completed projects with a minimum contract value of R20 million (Twenty Million Rand) per project** will be considered for evaluation. Bidders may submit a maximum of five (5) completed projects for evaluation. Points will be allocated based on the number of qualifying projects submitted and supported by the required documentary evidence, as follows: **Documentary Evidence Requirements** Each project submitted for evaluation must be supported by the following documentation: • **Appointment Letter:** A formal appointment letter issued to the Bidder by the client, confirming the appointment of the Bidder to undertake the project. • **Proof of Completion:** A practical completion certificate, final completion certificate or an official letter issued by the client, on the client's official letterhead, confirming that the project has been successfully completed. • **Project Value:** The supporting documentation must clearly indicate the contract value of the project, which must be at least R20 million per project. • **Client Contact Details:** The supporting completion documentation or accompanying project information must include the client's full contact details, including the client's name, organisation, contact person, telephone number and email address, to enable the IDT to verify the submitted project experience. **Evaluation Notes:** • Only successfully completed projects of a similar nature, scope and complexity, with a minimum contract value of R20 million per project, will qualify for points. • Projects that do not meet the minimum contract value requirement will not be considered for scoring. • Projects that are not supported by the prescribed documentary evidence or cannot be verified may not be considered for scoring. • The maximum score attainable under this criterion is 40 points.

Projects	**Points**
Not Submitted	0
Project 1	8
Project 2	16
Project 3	24
Project 4	32
Project 5	40
Total Number of Points	**40**

<table>
<tr><th>Clause Number</th><th>Tender Data</th></tr>
<tr><td>C.3.11.2.1b</td><td>

CLIENT REFERENCES (20 POINTS)

Points are allocated for performance on previous projects executed in terms of the respective completed “Client Reference Letter” (see returnable schedules) for the projects listed on the abovementioned “Relevant Project Experience in Similar construction projects” returnable schedule. OR Signed and Stamped client references letters on the above projects with contactable reference from previous clients

<table>
<tr><th rowspan="2">Projects</th><th colspan="4">Overall Assessment by Client</th></tr>
<tr><th>No submitted/ Poor</th><th>Fair</th><th>Good</th><th>Excellent</th></tr>
<tr><td>Project A</td><td>0</td><td>1</td><td>3</td><td>4</td></tr>
<tr><td>Project B</td><td>0</td><td>1</td><td>3</td><td>4</td></tr>
<tr><td>Project C</td><td>0</td><td>1</td><td>3</td><td>4</td></tr>
<tr><td>Project D</td><td>0</td><td>1</td><td>3</td><td>4</td></tr>
<tr><td>Project E</td><td>0</td><td>1</td><td>3</td><td>4</td></tr>
<tr><td>Total Number of Points</td><td>0</td><td>5</td><td>10</td><td>20</td></tr>
</table>

</td></tr>
<tr><td>C.3.11.2.1c</td><td>

QUALIFICATIONS, SKILLS AND EXPERIENCE OF PROJECT KEY RECOURCES (25 POINTS):

Points are allocated for professional qualifications and professional registration of allocated key personnel for the project under consideration.

Documentary Requirements for Proposed Key Personnel

- The Tenderer shall submit the following documentation for each proposed key personnel member:
- **Curriculum Vitae (CV):** An updated and comprehensive Curriculum Vitae detailing the individual's academic qualifications, relevant professional experience, technical competencies and experience gained in similar construction projects within the built environment sector.
- **Proof of Qualifications and Certified Copies of Identity Documents (not older than three (3) months):** The bidder must submit certified copies of the proposed personnel's relevant academic or professional qualifications in the built environment or a related construction discipline, such as Civil Engineering, Construction Management, Building Science, Construction Supervision, or an equivalent recognised qualification relevant to the proposed position. For qualifications obtained outside South Africa, a SAQA evaluation certificate confirming the South African equivalence of the qualification must also be submitted. Certified copies

</td></tr>
</table>

<table>
<tr><th>Clause Number</th><th>Tender Data</th></tr>
<tr><td></td><td>
of the proposed personnel's identity documents must also be provided. The certification of both academic/professional qualifications and identity documents must not be older than three (3) months as at the tender closing date. Qualifications in unrelated disciplines will not be considered for functionality scoring.
• Professional Registration: Proof of valid professional registration with the relevant recognised built environment professional body, where applicable to the proposed position.
• Project Management Structure and Organogram: The Tenderer shall submit a project-specific management structure and organogram clearly indicating the proposed key personnel, their respective roles and responsibilities, reporting lines and involvement during the construction stage of the project.

Note: In the event of any change of key personnel during the construction stage, the tenderer must be able to provide the replacement personnel of similar expertise and experience and obtain approval from the employer within 5 working days.

<table>
<tr><th>Description of the Criteria</th><th>Point allocat</th></tr>
<tr><td>1. Project/ Contracts Manager</td><td>6 Points</td></tr>
<tr><td>Point allocated based on the relevant experience:
Years of Experience — Point Allocation
10 years and more — 4 points
8-9 years — 3 points
6-7 years — 2 point
5-3 years — 1 point
Less than 3 Years — 0 points

Point allocated based on the Qualification
Qualifications — Point Allocation
National Diploma — 1 point
Bachelor’s degree or higher — 2 points</td><td></td></tr>
<tr><td>2. Site Manager</td><td>6 Points</td></tr>
<tr><td>Point allocated based on the relevant experience:
Years of Experience — Point Allocation
10 years and more — 4 points
8-9 years — 3 points
6-7 years — 2 points
5-3 years — 1 point
Less than 3 Years — 0 points</td><td></td></tr>
</table>
</td></tr>
</table>

3

Clause Number	Tender Data

Point allocated based on the Qualification

Qualifications	Point Allocation
National Diploma	1 point
Bachelor's degree or higher	2 points

3. Foreman **6 Points**

Point allocated based on the relevant experience:

Years of Experience	Point Allocation
10 years and more	4 points
8-9 years	3 points
6-7 years	2 point
5-3 years	1 point
Less than 3 Years	0 points

Point allocated based on the Qualification

Qualifications	Point Allocation
National Diploma	1 point
Bachelor's degree or higher	2 points

C.3.11.2.1d

4. Safety Health Officer (7 points):

Points will be allocated for tenderers who have at least one Health and Safety officer or Manager allocated to the project, with the relevant experience and with Professional registration from SACPCMP. Only Pr. Health and Safety officer, Manager or Agent. Registered as CHSO or CHSM or CHSA will be considered.

Category	**Qualification** (Maximum of 3 Points)		**Experience** (Maximum of 4 Points)		
	Not Qualified	**Qualified**	Between 2 - 5 Years	Between 6 - 10 Years	Between 11 - above Years
Health and Safety Resource	0	3	1	3	4

Tenderers are required to provide Curriculum Vitae together with certified proof of qualifications and professional registration as Health and Safety officer, Manager or Agent

Where the Health and Safety officer allocated to this project is 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 Health and Safety officer with a person with equivalent competencies subject to approval by the employer.

<table>
<tr><th>Clause Number</th><th>Tender Data</th></tr>
<tr><td></td><td>Where the Health and Safety officer allocated to this project is 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 Construction Health and Safety Officer with a person with equivalent competencies subject to approval by the employer.</td></tr>
<tr><td>C.3.11.2.1e</td><td><u>LOCALITY (15 POINTS):</u>
Points are allocated to contractors who provide at least one of the following verifiable documents:
• A valid municipal account (rates, water or electricity) in the name of the bidding entity.
• A Valid and signed lease or rental agreement for business premises
• Recent utility bills or other verifiable operational documents reflecting the business address.

<table>
<tr><th>Description</th><th>Points</th></tr>
<tr><td>Proof of locality</td><td>15</td></tr>
<tr><td>Non-Submission: thresholds lower than above</td><td>0</td></tr>
<tr><td>Mohokare Local Municipality 15
Free State Province 10
Outside Free State Province 0</td><td></td></tr>
</table>
Notes:
4. Bidders are required to score minimum points of 70% for Functionality as stated in the tender data
5. Bidders who fail to meet the required minimum number of points for functionality as stated in the tender data shall be disqualified
6. Bidders who fail to disclose mandatory required information as per the returnable schedules shall be disqualified</td></tr>
<tr><td>C.3.11.3</td><td>PHASE THREE: <u>PREFERENTIAL POINT SYSTEM</u>

Tenderers who successfully meet all the functionality requirements and qualifying thresholds will proceed to the evaluation of price and preference points in accordance with the applicable Preferential Procurement Regulations, the IDT's approved procurement policy and the preference point system specified in the tender documentation.

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:</td></tr>
</table>

3

Clause Number	Tender Data
	The 80/20 or 90/10 Preferential Point System will be applied, where 90/80 points will be allocated for price and 10/20 points for specific goals. The 80/20 or 90/10 system will be used since the estimated value for this project is above the R50 000 000 (all applicable taxes included). The maximum attainable combined score for price and preference is 90+10=100 points. **Price will be score as follow:** Price will be scored using the Formula Ps = 90(1-((Pt - Pmin)/Pmin) where: 1. Ps is the number of points scored for comparative price of tender under consideration; 2. Pmin is the comparative price of the lowest acceptable tender offer; 3. Pt is the comparative price of tender offer under consideration. **Specific Goals/Preference will be scored as follows:** **Table 3:** Specific goals for the tender and points claimed are indicated per the table below. **Price Scoring (90 Points)** Price will be scored using the Formula Ps = 90(1-((Pt - Pmin)/Pmin) where: Ps = Points scored for comparative price of tender under consideration Pt = Price of tender under consideration, and Pmin = Price of lowest acceptable bid $Ps \quad 90 \quad \frac{Pt \quad P}{P}$ **OR** **Price Scoring 80 Points)** Price will be scored using the Formula Ps = 80(1-((Pt - Pmin)/Pmin) where: Ps = Points scored for comparative price of tender under consideration Pt = Price of tender under consideration, and Pmin = Price of lowest acceptable bid $Ps \quad 80 \quad \frac{Pt \quad P}{P}$ **Specific Goals/Preference Scoring (20/ 10 Points)** Specific Goals/Preference will be scored as follows:

<table>
<tr><th>Clause Number</th><th>Tender Data</th></tr>
<tr><td></td><td>

Table 3: Specific goals for the tender and points claimed are indicated per the table below.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)	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 Ownership	3	6		
Youth Ownership	3	6		
People with Disabilities Ownership	2	4		
Black Male Ownership	2	4		
Total points for SPECIFIC GOALS	**10**	**20**		

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

Up to 10 tender evaluation points will be awarded to tenderers who complete the preferential schedule and who are found to be eligible for the preference claimed (in line with the provisions made under table 3 above).

Source Documents to be submitted with the Tender:

- CSD Report
- 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)

</td></tr>
</table>

3

Clause Number	Tender Data
C.3.11.4	**RISK ASSESSMENT** • The Independent Development Trust (IDT) reserves the right to conduct a comprehensive technical and commercial risk assessment of the recommended Tenderer(s) prior to the finalisation of the procurement process and award of the contract. • The purpose of the risk assessment is to establish whether the recommended Tenderer possesses the necessary technical capacity, human resources, financial capability and commercial sustainability to successfully execute and complete the project in accordance with the tender requirements, specifications, contract conditions and stipulated timelines. • The risk assessment may include requests for clarification, additional supporting documentation, independent verification of information submitted, reference checks and site inspections, where deemed necessary by the IDT. • The risk assessment will cover, but will not necessarily be limited to, the following areas: **1. TECHNICAL RISK ASSESSMENT** **1.1 Relevant Experience in Similar Projects** • The IDT may assess whether the recommended Tenderer has demonstrated sufficient experience and a proven track record in successfully completing projects of a similar nature, scope, value and complexity to the project being procured. • The assessment may include: • Verification of previously completed projects against the information and supporting documentation submitted in the tender. • Verification of project values, scope of work and completion status. • Independent reference checks with previous clients to establish the Tenderer's performance, quality of work, adherence to project timelines and ability to manage contractual obligations. • Physical inspections of previously completed projects, where considered necessary by the IDT. • Tenderers must provide accurate and verifiable client references, including the names and contact details of relevant client representatives. • Any material discrepancies, misrepresentation or inability to verify information submitted may result in further investigation and may affect the Tenderer's suitability for contract award. **1.2 Suitably Qualified and Appropriately Experienced Human Resources**

Clause Number	Tender Data
	• The IDT may assess whether the recommended Tenderer has the necessary human resources, technical expertise and management capacity to successfully execute the project. • The assessment will consider: • The qualifications, skills and relevant construction experience of the proposed key personnel. • Valid professional registrations with the relevant built environment professional bodies, where applicable. • The adequacy of the proposed project management structure and organogram. • The roles, responsibilities and reporting lines of the proposed project team. • The availability and commitment of the proposed key personnel for the duration of the project. • The Tenderer's ability to provide suitably qualified replacement personnel when required. • The IDT reserves the right to verify the qualifications, professional registrations, employment history and experience of the proposed personnel through the relevant institutions, professional bodies and references. **2. COMMERCIAL RISK ASSESSMENT** **2.1 Tendered Price and Commercial Sustainability** • The IDT will assess the commercial sustainability and reasonableness of the recommended Tenderer's pricing to determine whether the tendered amount is sufficient to execute the full scope of work in accordance with the tender requirements. The assessment may include: • Verification of the completeness and accuracy of the submitted activity schedule and pricing documentation. • Assessment of the reasonableness of rates and prices against prevailing market-related prices and industry benchmarks. • Identification of abnormally low, unbalanced or potentially unsustainable rates and prices. • Verification that all required activities, resources, materials, labour and other cost components have been adequately provided for in the tendered price. • Assessment of the potential financial and contractual risks associated with the tendered pricing. • The IDT may request clarification and supporting information from the recommended Tenderer where pricing anomalies, omissions or potential commercial risks are identified. **3. OUTCOME OF THE RISK ASSESSMENT** • Following the risk assessment, the IDT may: • May request further clarification or additional supporting documentation from the recommended Tenderer.

Clause Number	Tender Data
	• May require the Tenderer to provide further evidence to substantiate its technical or financial capacity. • Identify risks that may require appropriate mitigation measures or additional contractual safeguards. • Determine whether the identified risks materially affect the Tenderer's ability to successfully execute the project. • Where the risk assessment establishes material concerns regarding the Tenderer's technical capacity, and ability to perform the contract or the accuracy and authenticity of information submitted, the IDT reserves the right to exclude the Tenderer from further consideration, subject to the applicable procurement framework, the tender conditions and the principles of fairness, transparency and procedural fairness.
C.3.13	**Acceptance of tender offer:** The Employer Accept the tender offer; if in the opinion of the employer, it does not present any 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, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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.
C.3.15	**Complete adjudicator contract** This clause should be read in conjunction with the contract data of the tender.
C3.16	**Notice to Unsuccessful Tenderers** Should tenderers not hear from the IDT within ninety (90) calendar days of closure, they should consider their submission unsuccessful unless there is granted extension of tender validity period. Award will be posted on I-tender within CIDB website within working days of award. No written notification directed to each tenderer will be issued by the Employer to unsuccessful tenderers.

3

Clause Number	Tender Data
C.3.17	**Provide Copies of the Contract** The number of paper copies of the signed contract to be provided by the employer is one.
C.3.19	**The additional conditions of tender are:** The employer is not obliged to accept the lowest bidder.

PART T2 – SCHEDULE OF RETURNABLE DOCUMENTS

MANDATORY **ADMINISTRATIVE** REQUIREMENTS/ DOCUMENTATION		
Doc No.	**T2.1 _ List of Returnable Documents**	**Tick if attached**
T2.1.1	Submission of fully completed and signed Invitation to Bid (SBD 1).	
T2.1.2	Submission of fully completed and signed Bidder's Disclosure (SBD 4).	
T2.1.3	Submission of fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1)	
T2.1.4	The bidder must duly complete and sign the Compulsory Enterprise Questionnaire (in the case of a JV each member of the JV or consortium must complete the questionnaire).	
T2.1.5	Tax Compliance Letter with a unique pin (SBD2)	
MANDATORY **COMPULSORY** REQUIREMENTS/ DOCUMENTATION		
T2.1.5	The bidder must be registered with CIPC Company Incorporation Property Commission and provide source of verification (in the case of JV each company must be registered with CIPC).	
T2.1.6	Authority to Sign a Bid Document, signed by director or Board / company resolution for companies that has more than one Director.	
T2.1.7	The bidder must be registered with CIDB and provide CIDB number – grade **7GB or Higher** (General Building). JV's to hold a consolidated CIDB Grading, which equates to the required grading).	
T2.1.8	Submission of Joint Venture (JV) Agreement/Contract signed by all parties (legal entity or consortium/joint venture), authorising a dedicated person(s) to sign documents on behalf of the firm/ joint venture / consortium.	
T2.1.9	The bidder must provide a valid letter of good standing from Department of Labour (COIDA) or FEM (If JV, each partner must submit valid COIDA or FEM Certificate).	
T2.1.10	Signed acknowledgment of Addenda to the tender document (if applicable).	
T2.1.11	The bidder must hold an active and valid registration with Private Security Industry Regulatory Authority (PSIRA). In the case of JV, the lead partner should hold an active and valid registration with PSIRA).	
T2.1.12	The bidder must be registered on Central Supplier Database (CSD) and provide MAAA Number to verify registration.	
	Attendance at the compulsory tender briefing meeting and signing of the attendance register is required. In the case of a joint venture (JV), at least one participating company must attend all the compulsory briefing meetings	To be provided

3

		by the IDT
C1.1	Submission of signed Form of Offer and Acceptance	
C2.2	Fully Completed priced Bills of Quantity (complete document inclusive of all parts)	

NON-MANDATORY BUT FOR SCORING/ EVALUATION PURPOSES		
	List of Returnable Documents	**Tick if attached**
T2.1.13	Experience on similar projects.	
T2.1.14	Client References form / Letter	
T2.1.15	Qualifications, Experience and Competencies of Key Personnel - Curriculum Vitae (CVs) of key personnel, accompanied by certified copies of their academic qualifications and proof of relevant professional registration, where applicable.	
T2.1.15	Safety, Health, Environment Resources	
T2.1.17	Organogram of key personnel	
T2.1.18	Proof of Locality	

MANDATORY DOCUMENTS THAT SHOULD BE VALID AT THE TIME OF AWARD		
	List of Returnable Documents	**Tick if attached**
T2.1.11	Proof of Central Supplier Database (CSD) registration	
T2.1.12	Tax Compliance Letter with a unique pin (SBD2)	

I. PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE: **(Independent Development Trust (IDT) on behalf of Department of Sports Arts Culture and Recreation (DSACR)**					
BID NUMBER:	DSACR/FSIDT/01-SMIRTHFIELD-CON	CLOSING DATE:	14 December 2026	CLOSING TIME:	**12H00**
DESCRIPTION	**PROCUREMENT OF A CONTRACTOR FOR CONSTRUCTION OF PROPOSED NEW MULTI-PURPOSE INDOOR SPORTS IN SMITHFIELD**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
IDT FREE STATE OFFICE
46 2ND AVENUE;
WESTDENE; BLOEMFONTEIN; FREE STATE
9300

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms. Yonela Bobani**	CONTACT PERSON	**Ms. Millicent Mogari**
E-MAIL ADDRESS	FsTenders@idt.org.za	E-MAIL ADDRESS	FsTenders@idt.org.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

SBD 6.1 REQUIREMENT MUST BE COMPLIED TO CLAIM POINTS ON SPEFIC GOALS			
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			

Bidder's Signature

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.

II. 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: ……...

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

……

CAPACITY UNDER WHICH THIS BID IS SIGNED:

……

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

DATE:

……..

4

T2.1.2_BIDDER'S DISCLOSURE (SBD4)

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?
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 the Institution

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

i. 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.

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

4

i. If so, furnish particulars:
……
……

3. DECLARATION

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

4.1 I have read and I understand the contents of this disclosure;
4.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
4.3 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 consortium will not be construed as collusive bidding.
4.4 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.
4.5 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.
4.6 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.
4.7 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.

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

…….. ..……
Signature Date

…….. ……
Position Name of bidder

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.

4

T2.1.3 _ PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)

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

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

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

---

1. GENERAL CONDITIONS

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

- the 80/20 or 90/10 system for requirements with a Rand value of above R50 000 000 (allapplicable taxes included)

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 or 90/10 preference point system.

b) The 80/20 or 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	POINTS
PRICE	**90**	**80**
SPECIFIC GOALS	**10**	**20**
TARGETED GROUP		
Women Ownership	3	6
Youth Ownership	3	6
People with Disabilities Ownership	2	4
Black Male Ownership	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 responseto 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 includesall applicable taxes less all unconditional discounts;

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

(d) **"tender for income-generating contracts"** means a written offer in the form determinedby 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 agreementbetween 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 of2000).

4

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 points is allocated for price on the following basis:

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

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

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 points is allocated for price on the following basis:

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For 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, anorgan 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 preference point system will apply and that the highest acceptable tenderwill 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 determinethe applicable preference point system,

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

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

The specific goals allocated points in terms of this tender	**Number of points Allocated 90/10 system) (To be completed by the organof state)**	**Number of points claimed (80/20 system) (To be completed bythe tenderer)**
Women Ownership	3	6
Youth Ownership	3	6
People with DisabilitiesOwnership	2	4
Black Male Ownership	2	4
TOTAL	**10**	**20**

Source Documents to be submitted with the Bid or RFQ

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

4

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK BOX] APPLICABLE

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certifythat 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 additionto 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.

4

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

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 _ COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars hereunder must be furnished.
In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner/member must be completed and submitted.

Section 1: Name of enterprise: _____
Section 2: VAT registration number, if any: _____
Section 3: CIDB registration number, if any: _____
Section 4: CSD number: _____
Section 5: Particulars of sole proprietors and partners in partnerships

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

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

Section 6: Particulars of companies and close corporations
Company registration number :
Close corporation number :
Tax reference number:
Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.
Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.
Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.
Section 10: The attached SBD9 must be completed for each tender and be attached as a requirement.
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
v)	confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signature		**Date**	
Name		**Position**	
Enterprise Name			

T2.1.5_ COMPANY INCORPORATION PROPERTY COMMISSION CERTIFICATE

Attached hereto is my / our copies of Company Incorporation Property Commission Certificate (in the case of JV each company must be registered with CIPC and must submit the CIPC Certificate).

T2.1.6 _ AUTHORITY FOR SIGNATORY (ORIGINAL)

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures or ID documents to the page provided at the end of this form.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I, ……, Id number ……. chairperson of the Board of Directors of …… hereby confirm that by resolution of the Board (copy attached) taken on ..... 20....., Mr/Ms ……acting in the capacity of ……., was authorized to sign all documents in connection with the tender for Contract No …… and any contract resulting from it, on behalf of the company.

Chairman: .....

As Witnesses: 1.

2. ..... **Date:** ……

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as ……

hereby authorize Mr/Ms .....……, acting in the capacity of ……,

to sign all documents in connection with the tender for Contract No ..... and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
ID No……..	.....		
ID No……..	.....		
ID No……..	.....		
ID No……..	.....		

Note : This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

4

(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as, ... hereby authorize Mr/Ms .....…….acting in the capacity of, to sign all documents in connection with the tender for Contract No ..... and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms ……, authorized signatory of the company, ... acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No ..... and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	CIDB REGISTRATION NO	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner			

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner: ……

As Witnesses:

1. ……

2. ……

Date: ……

T2.1.7_CIDB REGISTRATION CERTIFICATE WITH GRADING 7 CLASS GB (GENERAL BUILDING) OR HIGHER

Attached hereto is my / our registration certificate with the Construction Industry Development Board.

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.*

4

T2.1.8 _ JOINT VENTURE (JV) AGREEMENT/CONTRACT

Attached hereto is my / our original Joint Venture (JV) Agreement/Contract signed by all parties (legal entity or consortium/joint venture), authorising a dedicated person(s) to sign documents on behalf of the firm/ joint venture / consortium. Failure the comply with the minimum requirements of the JV agreement as defined by CIDB BEST PRACTICE GUIDELINE # D2, may lead to disqualification.

In accordance with the CIDB BEST PRACTICE GUIDELINE # D2 Joint venture arrangements issued in March 2004_ First edition of CIDB document 1013; an acceptable joint venture agreement include the following:

1. should clearly and comprehensively set out the contributions to be made by each member towards the activities of the joint venture in securing and executing the contract and should allocate monetary values to such contributions.
2. should record the percentage participation by each member in all aspects of the fortunes of the joint venture, including risks, rewards, losses and liabilities.
3. should provide for meaningful input by all members to the policy making and management activities of the joint venture;
4. should provide for the establishment of a management body for the joint venture; · should provide measures to limit, as far as possible, losses to the joint venture by the default of a member;
5. should promote consensus between the members whilst ensuring that the activities of the joint venture will not be unduly hindered by failure to achieve
6. should provide for rapid, cheap and easy interim dispute resolution and for effective final dispute resolution, if required; and
7. should be sufficiently flexible to allow for joint ventures which differ in nature, objectives, inputs by members, management systems, etc;

The following joint venture agreements recommended can be downloaded from the CIDB website (www.cidb.org.za). The FIDIC agreement may be purchased from the South African Association of Consulting Engineers (www.saace.co.za or tel 011- 463-2022).

Essential Treasury & CIDB Requirements for a Joint Venture

For the National Treasury to consider your JV agreement valid and acceptable, it must explicitly outline or include the following:

- **Joint & Several Liability:** All members must agree that they are jointly and severally liable for the entire assignment and execution of the contract.
- **Designated Lead Partner:** One entity must be nominated as the lead partner with the authority to bind all other members of the JV.
- **Percentage of Work:** A clear breakdown of the financial interests, responsibilities, and percentage of work to be executed by each partner.
- **Separate Entity Registration:** Each individual partner in the JV must be registered on the Central Supplier Database (CSD).
- **Tax Compliance:** Every partner must submit a valid Tax Compliance Status (TCS) Pin or CSD number.

Note: As stipulated in the tender Data:

4

T2.1.9 _VALID LETTER OF GOOD STANDING WITH COMPENSATION FOR OCCUPATIONAL AND INJURIES DISEASE ACT (COIDA) REGISTRATION CERTIFICATE OR FEMA CERTIFICATE NUMBER

Attached hereto is my / our valid letter of good standing from Department of Labour (COIDA) or FEM (If JV, each partner must submit valid COIDA or FEM Certificate).

Important Notice:

Please be advised that failure to submit a Valid Letter of Good Standing with Compensation for Occupational Injuries and Diseases (COIDA) or with the Federated Employers Mutual Assurance Company (FEM) will result in the bid being disqualified. This document is essential to demonstrate that the company is duly registered and compliant with the necessary regulations regarding workplace injury compensation. We appreciate your attention to this matter and encourage all bidders to ensure their submissions are complete and accurate.

4

T2.1.10_ ACKNOWLEDGEMENT OF ADDENDA TO THE TENDER DOCUMENT

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.		

4

Attach additional pages if more space is required.

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

Name .....

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

Tenderer .....

4

T2.1.11 _ PROOF OF CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

Attached hereto are my / our **Central Supplier Database (CSD) Report** obtained by the official National Treasury website https://secure.csd.gov.za/.

PLEASE ATTACH HERE

If your company is not registered with CSD, kindly indicate so here:
_____
_____
_____

Bidders to note that an organ of state can't enter in a contract with the services provider that is not registered with CSD, therefore the Bidder will be required to register with CSD, before contract award.

4

T2.1.12 _ TAX COMPLIANCE LETTER

Attached hereto are my / our **Tax Compliance Letter with a unique pin**. Each party of a Joint Venture must submit **Tax Compliance Letter with a unique pin.**

The employer will verify validity of this documentation at the time of award.

5

T2.1.13 _ COMPETENCY, RELEVANT COMPANY EXPERIENCE IN THE PAST 10 YEARS

Points are allocated for Tenderers previous relevant experience on project of similar kind, magnitude and complexity.

In support tenderers are to complete the “Relevant Experience in Similar projects” returnable schedule and attach thereto: Appointment Letter issued to the Tenders and, relevant completion certificates or final completion; or letter from the client (client letterhead) confirming completion of such a project, include full client contact details for verification purposes. Refer to Tender Data C.3.11.2 for the sub-criteria regarding project references and evaluation points.

PROJECT NAME	**BRIEF PROJECT DESCRIPTION (New, Renovation, Repair and/or Maintenance, No. of Sub-systems)**	**PROJECT VALUE (Incl VAT)** Cost pertaining to the ISS implementation.	**ORIGINAL CONTRACT PERIOD (Months)**	**START DATE**	**ACTUAL COMPLETION DATE**
A.					
B.					

5

PROJECT NAME	**BRIEF PROJECT DESCRIPTION (New, Renovation, Repair and/or Maintenance, No. of Sub-systems)**	**PROJECT VALUE (Incl VAT)** Cost pertaining to the ISS implementation.	**ORIGINAL CONTRACT PERIOD (Months)**	**START DATE**	**ACTUAL COMPLETION DATE**
C.					
D.					
E.					

5

PROJECT NAME	**BRIEF PROJECT DESCRIPTION (New, Renovation, Repair and/or Maintenance, No. of Sub-systems)**	**PROJECT VALUE (Incl VAT)** Cost pertaining to the ISS implementation.	**ORIGINAL CONTRACT PERIOD (Months)**	**START DATE**	**ACTUAL COMPLETION DATE**
F.					
G.					

5

T2.1.14 A _ CLIENT REFERENCE FORMS WITH SCORING

The following are to be completed by the respective Client and/or Principal Agent/ Engineer for the projects listed by the bidder under T2.1.16. The reference letter issued by the Client and/or Principal Agent/ Engineer in their own letterhead, may be consider for evaluation provided that it include sufficient information as contented on this form (Overview of the Project, Performance Assessment, Contactable Details for verification purposes).

PROJECT A:

Principal agent/ Engineer: .....

Client/Company Name: .....

Contract Amount: .....

Contract Duration: .....

Main scope of works on the project: …….

Actual Contract Duration:…….

Description / Performance	**Poor (2)**	**Fair (3)**	**Good or Excellent**
OVERRAL SCORING			
Quality of Service			
Communication			
Project Management			
Compliance of Security Requirements			
Compliance with the standards and specification			
Expertise and Knowledge			
Timeliness and Reliability			

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

.....

.....

Principal Agent Firm/ Engineer:.....

PA Tel No.:…….. Client's Tel. No. ……

PA email: ..... Client Name:.....

PA Name :..... Client Role:.....

..... Client Signature……

Date ..... Date: …… Stamp

5

T2.1.14 B _ CLIENT REFERENCE FORMS WITH SCORING

The following are to be completed by the respective Client and/or Principal Agent/ Engineer for the projects listed by the bidder under T2.1.16. The reference letter issued by the Client and/or Principal Agent/ Engineer in their own letterhead, may be consider for evaluation provided that it include sufficient information as contented on this form (Overview of the Project, Performance Assessment, Contactable Details for verification purposes).

PROJECT B:

Principal agent/ Engineer: .....

Client/Company Name: .....

Contract Amount: .....

Contract Duration: .....

Main scope of works on the project: …….

Actual Contract Duration:……

Description / Performance	**Poor (2)**	**Fair (3)**	**Good or Excellent**
OVERRAL SCORING			
Quality of Service			
Communication			
Project Management			
Compliance of Security Requirements			
Compliance with the standards and specification			
Expertise and Knowledge			
Timeliness and Reliability			

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

.....

.....

Principal Agent Firm/ Engineer:.....

PA Tel No.:…….. Client's Tel. No. ……

PA email: ..... Client Name:.....

PA Name :..... Client Role:.....

..... Client Signature……

Date ..... Date: …… Stamp

5

T2.1.14 C _ CLIENT REFERENCE FORMS WITH SCORING

The following are to be completed by the respective Client and/or Principal Agent/ Engineer for the projects listed by the bidder under T2.1.16. The reference letter issued by the Client and/or Principal Agent/ Engineer in their own letterhead, may be consider for evaluation provided that it include sufficient information as contented on this form (Overview of the Project, Performance Assessment, Contactable Details for verification purposes).

PROJECT C:

Principal agent/ Engineer: .....

Client/Company Name: .....

Contract Amount: .....

Contract Duration: .....

Main scope of works on the project: …….

Actual Contract Duration:……

Description / Performance	**Poor (2)**	**Fair (3)**	**Good or Excellent**
OVERRAL SCORING			
Quality of Service			
Communication			
Project Management			
Compliance of Security Requirements			
Compliance with the standards and specification			
Expertise and Knowledge			
Timeliness and Reliability			

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

.....

.....

Principal Agent Firm/ Engineer:.....

PA Tel No.:…….. Client's Tel. No. ……

PA email: ..... Client Name:.....

PA Name :..... Client Role:.....

..... Client Signature……

Date ..... Date: …… Stamp

5

T2.1.14 D _CLIENT REFERENCE FORMS WITH SCORING

The following are to be completed by the respective Client and/or Principal Agent/ Engineer for the projects listed by the bidder under T2.1.16. The reference letter issued by the Client and/or Principal Agent/ Engineer in their own letterhead, may be consider for evaluation provided that it include sufficient information as contented on this form (Overview of the Project, Performance Assessment, Contactable Details for verification purposes).

PROJECT D:

Principal agent/ Engineer: .....

Client/Company Name: .....

Contract Amount: .....

Contract Duration: .....

Main scope of works on the project: …….

Actual Contract Duration:……

Description / Performance	**Poor (2)**	**Fair (3)**	**Good or Excellent**
OVERRAL SCORING			
Quality of Service			
Communication			
Project Management			
Compliance of Security Requirements			
Compliance with the standards and specification			
Expertise and Knowledge			
Timeliness and Reliability			

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

.....

.....

Principal Agent Firm/ Engineer:.....

PA Tel No.:…….. Client's Tel. No. ……

PA email: ..... Client Name:.....

PA Name :..... Client Role:.....

..... Client Signature……

Date ..... Date: …… Stamp

5

T2.1.14 E _ CLIENT REFERENCE FORMS WITH SCORING

The following are to be completed by the respective Client and/or Principal Agent/ Engineer for the projects listed by the bidder under T2.1.16. The reference letter issued by the Client and/or Principal Agent/ Engineer in their own letterhead, may be consider for evaluation provided that it include sufficient information as contented on this form (Overview of the Project, Performance Assessment, Contactable Details for verification purposes).

PROJECT E:

Principal agent/ Engineer: .....

Client/Company Name: .....

Contract Amount: .....

Contract Duration: .....

Main scope of works on the project: …….

Actual Contract Duration:……

Description / Performance	**Poor (2)**	**Fair (3)**	**Good or Excellent**
OVERRAL SCORING			
Quality of Service			
Communication			
Project Management			
Compliance of Security Requirements			
Compliance with the standards and specification			
Expertise and Knowledge			
Timeliness and Reliability			

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

.....

.....

Principal Agent Firm/ Engineer:.....

PA Tel No.:…….. Client's Tel. No. ……

PA email: ..... Client Name:.....

PA Name :..... Client Role:.....

..... Client Signature……

Date ..... Date: …… Stamp

5

T2.1.14 F _ CLIENT REFERENCE FORMS WITH SCORING

The following are to be completed by the respective Client and/or Principal Agent/ Engineer for the projects listed by the bidder under T2.1.16. The reference letter issued by the Client and/or Principal Agent/ Engineer in their own letterhead, may be consider for evaluation provided that it include sufficient information as contented on this form (Overview of the Project, Performance Assessment, Contactable Details for verification purposes).

PROJECT F:

Principal agent/ Engineer: .....

Client/Company Name: .....

Contract Amount: .....

Contract Duration: .....

Main scope of works on the project: …….

Actual Contract Duration:…….

Description / Performance	**Poor (2)**	**Fair (3)**	**Good or Excellent**
OVERRAL SCORING			
Quality of Service			
Communication			
Project Management			
Compliance of Security Requirements			
Compliance with the standards and specification			
Expertise and Knowledge			
Timeliness and Reliability			

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

.....

.....

Principal Agent Firm/ Engineer:.....

PA Tel No.:…….. Client's Tel. No. ……

PA email: ..... Client Name:.....

PA Name :..... Client Role:.....

..... Client Signature……

Date ..... Date: …… Stamp

5

T2.1.14 G _ CLIENT REFERENCE FORMS WITH SCORING

The following are to be completed by the respective Client and/or Principal Agent/ Engineer for the projects listed by the bidder under T2.1.16. The reference letter issued by the Client and/or Principal Agent/ Engineer in their own letterhead, may be consider for evaluation provided that it include sufficient information as contented on this form (Overview of the Project, Performance Assessment, Contactable Details for verification purposes).

PROJECT A:

Principal agent/ Engineer: .....

Client/Company Name: .....

Contract Amount: .....

Contract Duration: .....

Main scope of works on the project: …….

Actual Contract Duration:……

Description / Performance	**Poor (2)**	**Fair (3)**	**Good or Excellent**
OVERRAL SCORING			
Quality of Service			
Communication			
Project Management			
Compliance of Security Requirements			
Compliance with the standards and specification			
Expertise and Knowledge			
Timeliness and Reliability			

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

.....

.....

Principal Agent Firm/ Engineer:.....

PA Tel No.:…….. Client's Tel. No. ……

PA email: ..... Client Name:.....

PA Name :..... Client Role:.....

..... Client Signature……

Date ..... Date: …… Stamp

T2.1.15 _ KEY STAFF: FOR THE CONTRACT

The Tenderer shall list below the personnel that he intends to utilize on the Works per site/center,

Correctional Centre:	**FOR THE CONTRACT**		
KEY PROJECT STAFF REQUIRED	**Name**	**Surname**	**YEARS OF EXPERIENCE**
Projects/ Contracts Manager Relevant Qualifications:			
Site Manager Relevant Qualifications:			
Foreman Relevant Qualifications:			
Health and Safety Officer Relevant Qualifications: Professional Registration			

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

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

5

T2.1.16. A _ EVALUATION SCHEDULE: CURRICULUM VITAE TEMPLATE - PROJECTS/ CONTRACTS MANAGER

ROLE OF THE KEY PERSONEL IN THE PROJECT		
Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
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:		

Attached if the following documentation:

- Proof of professional registration (if applicable);
- Certified copies of qualifications; and

Certification:

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

.....……..... ……..……

SIGNATURE OF THE INCUMBENT IN THE CV DATE

……

INCUMBENT'S IDENTITY NUMBER

5

T2.1.16. B _ EVALUATION SCHEDULE: CURRICULUM VITAE TEMPLATE - SITE MANAGER

ROLE OF THE KEY PERSONEL IN THE PROJECT		
Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
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:		

Attached if the following documentation:

- Proof of professional registration (if applicable);
- Certified copies of qualifications; and

Certification:

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

.....……..... ……..……

SIGNATURE OF THE INCUMBENT IN THE CV DATE

……

INCUMBENT'S IDENTITY NUMBER

5

T2.1.16. C _ EVALUATION SCHEDULE: CURRICULUM VITAE TEMPLATE- FOREMAN

ROLE OF THE KEY PERSONEL IN THE PROJECT		
Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
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:		

Attached if the following documentation:

- Proof of professional registration (if applicable);
- Certified copies of qualifications; and

Certification:

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

.....……..... …….……

SIGNATURE OF THE INCUMBENT IN THE CV DATE

…….

INCUMBENT'S IDENTITY NUMBER

5

T2.1.16. D_ HEALTH AND SAFETY OFFICER

Attached hereto is the professional registration certificate as CHSO, CHSM or CHSA with the South African Council for the Project and Construction Management Professions (SACPCMP) to be assigned to this project. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company does not have employed a professional health and safety officer.

The bidder should submit:

a) *Curriculum vitae*
b) *Professional registration with SACPCMP as CHS Officer or CHS Manager*

***NOTE:** The IDT reserves the right to verify the authenticity of submitted certificates via their respective online platforms and may contact the relevant institutions if necessary*

(PLEASE ATTACH)

T2.1.17_ORGANOGRAM OF KEY PERSONNEL TO BE ENGAGED ON THE PROJECT

Attached hereto the project specific organogram demonstrating the key personnel for all the sub-systems as described in the Contract Data.

The Organogram should clearly distingue the Lead Maintenance Engineer, and for each key resource allocated to the contract, the bidder should specify following: Role, Full Name, Pr Registration Number, Qualification, and Works Experience

(PLEASE ATTACH)

5

T2.1.18_ PROOF OF LOCALITY

(PLEASE ATTACH)

5

THE CONTRACT

5

PART C1: AGREEMENT AND CONTRACT DATA

5

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:

PROCUREMENT OF A CONTRACTOR FOR CONSTRUCTION OF PROPOSED NEW MULTI-PURPOSE INDOOR SPORTS IN SMITHFIELD

TENDER NO: DSACR/FSIDT/01-SMIRTHFIELD-CON

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

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

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

. . . . . Rand (in words);

R . . . . . (in figures)

This Form of Offer Price, shall match the amount indicated in the returnable schedule (C2.2)

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 . . . . .

5

offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract, which is the subject of this agreement.

The IDT reserves the right to accept any tender proposal, part of a tender or No tender at all.

The terms of the contract, are contained in:

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

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.
The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to 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

Name and signature of
witness . . . . . Date . . . . . .
witness . . . . . Date . . . . . .

Schedule of Deviations

1 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .

5

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

By the duly authorized 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.

5

C1.2 CONTRACT DATA

5

C1.2.1 _ CONTRACT AGREEMENT

INDEPENDENT DEVELOPMENT TRUST
PROCUREMENT OF A CONTRACTOR FOR CONSTRUCTION OF PROPOSED NEW MULTI-PURPOSE INDOOR SPORTS IN SMITHFIELD

TENDER NO: DSACR/FSIDT/01-SMIRTHFIELD-CON

The Conditions of Contract shall be the JBCC Principal Building Agreement, Edition 6.2, read together with the applicable JBCC Contract Data, JBCC General Preliminaries, project-specific preliminaries and the Independent Development Trust's (IDT) Special Conditions of Contract, where applicable.

The JBCC Principal Building Agreement, Edition 6.2, together with the completed Contract Data and other documents forming part of the Agreement, shall collectively define the rights, obligations, risks and liabilities of the Employer and the Contractor, as well as the procedures governing the execution, administration and completion of the Works.

The Agreement shall comprise the completed and signed JBCC Principal Building Agreement, the completed JBCC Contract Data, the Contract Drawings, the Priced Document and any other documents reduced to writing and signed by the authorised representatives of the parties, as provided for in the JBCC Principal Building Agreement, Edition 6.2.

Any project-specific requirements or amendments introduced by the IDT shall be clearly identified in the applicable Contract Data and/or Special Conditions of Contract and shall be read in conjunction with the JBCC Principal Building Agreement, Edition 6.2.

In the event of any ambiguity, discrepancy or inconsistency between the documents forming part of the Agreement, the provisions of the JBCC Principal Building Agreement, Edition 6.2, and the applicable completed Contract Data shall govern the interpretation of the Agreement, subject to any duly agreed and incorporated amendments.

The Contract Data provided herein identifies the project-specific information and requirements applicable to the relevant clauses of the JBCC Principal Building Agreement, Edition 6.2. Each item of data is cross-referenced to the relevant clause of the Agreement to which it primarily relates.

5

C1.2.2 _ SPECIAL CONDITIONS OF CONTRACT

To the
JBCC Principal Building Agreement, Edition 6.2Contract
C: Priced Bill of Quantities

NAME OF CONTRACT:PROCUREMENT OF A CONTRACTOR FOR CONSTRUCTION OF PROPOSED NEW MULTI-PURPOSE INDOOR SPORTS IN SMITHFIELD
TENDER NO: DSACR/FSIDT/01-SMIRTHFIELD-CON

1. INTRODUCTION

WHEREAS, the Independent Development Trust ("IDT"), acting on behalf of the Employer, has issued an Offer of Appointment to the successful tenderer ("the Contractor"), and the Contractor has accepted such appointment subject to the terms and conditions stipulated in the aforesaid Offer of Appointment Letter.

AND WHEREAS, such appointment is subject to the conclusion and signing of the JBCC Principal Building Agreement, Edition 6.2, together with the applicable JBCC Contract Data, project-specific Preliminaries and other documents forming part of the Agreement.

AND WHEREAS, these Special Conditions of Contract shall form an integral part of the Contract between the Employer and the Contractor and shall be read together with the JBCC Principal Building Agreement, Edition 6.2, and all other applicable Contract Documents..

ADDITIONS TO THE MAIN AGREEMENT AND THE CONTRACT DATA

2. **JOINT VENTURE AGREEMENT**

2.1 Should the Joint Venture Agreement be dissolved or any of the JV partner pull out the JV Agreement for any reasons whatsoever, the Employer hereby reserve its right to terminate the contract with immediate effect.

2.2 Should one JV partner pull out of the JV agreement and the replacement JV partner does not meet the **total points for SPECIFIC GOALS/PREFERENCIAL POINT SYSTEM** as achieved during tender stage, the IDT shall be entitled to cancel the contract with immediate effect.

3. **SUBCONTRACTING**

3.1 A service provider awarded the contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher the specific goal/preference status scoring (at tender stage) than the person concerned, unless the contract is subcontracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

3.2 The Contractor shall not consent to a nominated Subcontractor assigning or ceding rights or obligations in terms of this agreement without obtaining the prior written consent of the Principal Agent with written approval from the Employer

5

4. **TRAINING AND CIDB CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)**

4.1 The appointed Contractor shall be required to implement a structured training and skills development programme for local labour employed on the project, in accordance with the applicable requirements of the Construction Industry Development Board (CIDB), including the CIDB BUILD Programme and relevant skills development initiatives.

4.2 The training programme shall aim to promote the development of local skills, improve employability and facilitate the transfer of construction-related knowledge and practical competencies to local community members.

4.3 The Contractor shall provide training in the following areas, as applicable to the scope of works:
Life skills and workplace readiness;
Occupational health and safety;
On-the-job training and practical construction skills;
Technical and trade-related training, including bricklaying, carpentry, plumbing, electrical installations, mechanical installations, welding and other relevant construction disciplines;
Accredited skills programmes and/or occupational qualifications through appropriately accredited training providers.

5. **<u>The Contractor shall be paid as follows:</u>**

4.1.1 Payment to the Contractor for the execution of the Works shall be made in accordance with the payment provisions of the JBCC Principal Building Agreement, Edition 6.2, read together with the applicable Contract Data and the IDT's Special Conditions of Contract.

4.1.2 The Contractor shall submit payment claims in accordance with the requirements and timeframes stipulated in the JBCC Principal Building Agreement, Edition 6.2.

4.1.3 The Principal Agent shall assess and issue payment certificates in accordance with the provisions of the JBCC Principal Building Agreement, Edition 6.2, based on the value of the work executed and any other amounts properly due to the Contractor under the Agreement.

4.1.4 The Employer shall make payment to the Contractor within the payment period stipulated in the JBCC Principal Building Agreement, Edition 6.2, following the issue of the relevant payment certificate, subject to the applicable contractual requirements.

a) Ensure the mentor provides an updated workplace training plan for a candidate.

6. **The Format of Communications:**

All communications between the Employer, the Contractor and the Principal Agent shall be conducted in writing and in accordance with the communication and notice requirements of the JBCC Principal Building Agreement, Edition 6.2.

All contractual notices, instructions, submissions and correspondence shall be delivered to the relevant parties through the agreed communication channels and to their designated representatives, as recorded in the Contract Data

5

7. **Management Meetings:**

The Contractor shall attend management and progress meetings as convened by the Principal Agent or the Employer in accordance with the JBCC Principal Building Agreement, Edition 6.2. Such meetings shall be held at agreed intervals to review construction progress, programme performance, quality of work, health and safety matters, contractual issues and any matters requiring attention to ensure the successful execution and completion of the Works. Minutes of meetings shall be recorded and circulated to the relevant parties.

7.1.1 Records:

The Contractor shall maintain accurate and up-to-date records relating to the execution of the Works in accordance with the JBCC Principal Building Agreement, Edition 6.2. Such records shall include construction progress, site instructions, payment claims, quality control, health and safety documentation, labour records and any other relevant contractual records. These records shall be made available to the Principal Agent and the Employer upon request.\

8. **INSURANCES**

The Contractor shall provide and maintain all insurances required in terms of the JBCC Principal Building Agreement, Edition 6.2, for the duration of the Contract. Such insurances shall include, where applicable, Contract Works Insurance, Public Liability Insurance and any other insurance required under the Agreement and the Contract Data.

The Contractor shall submit proof of the required insurance policies to the Employer and/or Principal Agent prior to commencement of the Works and shall ensure that all policies remain valid and in force until the completion of the Works, as required by the Contract.

9. **SITE AND ACCESS AND WORKING HOURS**

9.1. The Contractor shall familiarise itself with all site-specific requirements and restrictions, including access arrangements, servitudes, movement restrictions, existing buildings and facilities in use, security requirements and any applicable security clearance procedures prior to commencing the Works.

9.2. The Contractor shall ensure that all employees, subcontractors, suppliers and visitors requiring access to the Site comply with the Employer's security requirements and obtain the necessary security clearances before being permitted access to the Site. Any person who does not comply with the prescribed security requirements shall be denied access. All costs associated with the verification and clearance of the Contractor's personnel shall be borne by the Contractor.

9.3. The Employer and its authorised representatives shall be afforded access to the Site and the Works throughout the Contract period, subject to applicable security and safety procedures. Site access arrangements shall be coordinated and agreed upon between the Employer, the Principal Agent and the Contractor prior to the handover of the Site.

9.4. A Project Steering Committee comprising representatives of the Employer, the Principal Agent, the Contractor and any other relevant stakeholders may be established to facilitate coordination, monitor project implementation and address operational matters that may affect the execution and progress of the Works.

9.5. The Contractor shall comply with all the Employer's requirements and procedures relating to the delivery, receipt, storage and removal of construction materials, equipment and goods from the Site.

5

All deliveries and removals shall be coordinated in advance and undertaken in accordance with the applicable access control and security procedures.

9.6. The Contractor shall execute the Works within the approved working hours and in accordance with the Employer's site requirements and applicable legislation. Any proposed work outside the approved working hours shall be subject to prior written approval by the Employer and/or the Principal Agent.

10. **PRICED DOCUMENT**

10.1. The Contractor shall complete and submit the Priced Document, including the Bills of Quantities, in accordance with the tender requirements. The Priced Document shall form part of the Contract and shall be read together with the JBCC Principal Building Agreement, Edition 6.2, the Contract Data, drawings and specifications.

10.2. The Contractor shall ensure that all rates, prices, amounts and applicable totals are accurately completed. The accepted Priced Document shall form the basis for the valuation of the Works and the administration of payments in accordance with the JBCC Principal Building Agreement, Edition 6.2..

11. **FINAL PAYMENT**

11.1. The Employer shall make final payment to the Contractor in accordance with the final payment provisions of the JBCC Principal Building Agreement, Edition 6.2. Payment shall be made within the period prescribed in the Agreement following the issue of the final payment certificate and receipt of the Contractor's valid tax invoice, subject to compliance with the applicable contractual requirements.

12. **RECOVERIES OR CREDIT FOR OLD MATERIALS FROM DEMOLITIONS**

12.1. The Contractor shall ensure that all reusable materials, equipment and goods removed or recovered during demolition, dismantling or alteration works are carefully handled, salvaged and delivered to the Employer's designated storage facility. The Contractor shall make provision in its tendered rates and prices for the loading, transportation, offloading and temporary storage of such materials and equipment, including their protection against damage, theft or deterioration until they are handed over to the Employer.

12.2 All decommissioned equipment, materials and reusable items recovered from the Site shall remain the property of the Employer or the relevant Client. The Contractor shall not sell, dispose of, remove or otherwise utilise such items without the prior written approval of the Employer.

12.3 The Contractor shall ensure that all recovered materials and equipment are properly quantified, identified and recorded before being transferred to the storage facility designated by the Employer.

12.4 An inventory and record of all recovered materials and equipment shall be maintained by the Employer's designated site representative. The Contractor shall cooperate in the verification, recording and handover of such items and shall obtain acknowledgement of receipt from the Employer's representative.

12.5 The handling, recovery, storage and handover of all such materials and equipment shall be undertaken in accordance with the JBCC Principal Building Agreement, Edition 6.2, the project specifications and the Employer's instructions.

13. **Ambiguity or Discrepancy**

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

5

TENDERERS NAME: _____

TENDERERS ADDRESS: _____

PRINT FULL NAMES: _____

_____ _____
SIGNATURE DATE

(Duly authorised to sign on behalf of the tenderer)

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

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

5

C1.2.3_ NOTES TO TENDERERS

13.1 Tenderers shall price all items of work included in the Bills of Quantities and Priced Document, ensuring that all rates, prices and amounts are properly completed and that the tendered amount reflects the full cost of executing and completing the Works in accordance with the JBCC Principal Building Agreement, Edition 6.2.

13.2 Tenderers are advised that certain works may be undertaken under restrictive site conditions, within sensitive or protected environments, and in compliance with all applicable health, safety, environmental and statutory requirements and regulations in force at the time of executing the Works.

13.3 Tenderers shall make adequate provision in their tendered rates and prices for all costs associated with the aforementioned site conditions and restrictions, including any additional resources, equipment, supervision, temporary facilities and other measures necessary for the proper execution of the Works.

13.4 Tenderers are hereby afforded the opportunity to assess and make provision for all costs associated with the abnormal or restrictive working conditions described herein. No additional payment or claim arising from a failure by the Contractor to adequately assess and allow for such foreseeable conditions shall be entertained, subject to the provisions of the JBCC Principal Building Agreement, Edition 6.2.

13.5 Where permitted in the Bills of Quantities, Tenderers may include the costs associated with abnormal working conditions as a separately identified lump sum item. Alternatively, such costs shall be deemed to have been included in the applicable tendered rates and prices.

13.6 Tenderers shall familiarise themselves with the project requirements, site conditions, access restrictions and any other factors that may affect the execution of the Works. Further information regarding these requirements may be provided during the compulsory tender briefing meeting, as stipulated in the Tender Notice.

13.7 Tenderers are advised to ensure that their representatives attending the compulsory tender briefing meeting possess sufficient technical and contractual knowledge and experience to understand, assess and interpret the site conditions and project requirements..

TENDERERS NAME: _____

TENDERERS ADDRESS:_____

PRINT FULL NAMES: _____

_____ _____

SIGNATURE DATE

(Duly authorised to sign on behalf of the tenderer)

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

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

5

C1.2.4 _ CONTRACT DATA

PART ONE – Data Provided by the Employer

The Conditions of Contract shall be the JBCC Principal Building Agreement, Edition 6.2, together with the applicable JBCC Contract Data, JBCC General Preliminaries, the IDT's Special Conditions of Contract and all other documents forming part of the Agreement.

The Contract Data records the project-specific information required for the administration and execution of the Contract. It shall be read together with the JBCC Principal Building Agreement, Edition 6.2.

GENERAL INFORMATION

CLAUSE	STATEMENT	DATA
1.1	Employer	Independent Development Trust (IDT)
1.1	Employer's address	IDT FREE STATE REGION- BLOEMFONTEIN
1.1	Employer's representative	Quantum Built Environment Consultants Pty Ltd
1.1	Principal Agent	Quantum Built Environment Consultants Pty Ltd
1.1	Agents / Professional Consultants	Quantum Built Environment Consultants Pty Ltd
1.1	Contractor	The successful tenderer, as identified in the signed Agreement
2.1	Law applicable to the Contract	Laws of the Republic of South Africa
2.2	Language of the Contract	English
2.3	Communication and notices	In writing, in accordance with the JBCC Principal Building Agreement, Edition 6.2
5.1	Contract Documents	JBCC Principal Building Agreement, Contract Data, Contract Drawings, Priced Document, Bills of Quantities, Specifications, Preliminaries and Special Conditions of Contract
5.1	Works Information / Scope of Works	Part C3 – Scope of Works and Specifications
5.1	Site Information	Part C4 – Site Information
1.1	Site	Proposed Multi-purpose Indoor Sports Facility, Smithfield, Free State, South Africa
1.1	Description of Works	Construction of a new Multi-purpose Indoor Sports Facility, including building, structural, electrical, mechanical, plumbing, drainage and external works

5

2. EMPLOYER'S AGENTS

CLAUSE	STATEMENT	DATA
6.1	Principal Agent	Quantum Built Environment Consultants Pty Ltd
6.1	Architect	Quantum Built Environment Consultants Pty Ltd
6.1	Quantity Surveyor	Quantum Built Environment Consultants Pty Ltd
6.1	Civil and Structural Engineer	Quantum Built Environment Consultants Pty Ltd
6.1	Electrical Engineer	Quantum Built Environment Consultants Pty Ltd
6.1	Mechanical Engineer	Quantum Built Environment Consultants Pty Ltd
6.1	Health and Safety Agent	Quantum Built Environment Consultants Pty Ltd
6.1	Other specialist consultants	As required by the Employer

1 The Principal Agent shall administer the Agreement and issue contract instructions in accordance with the JBCC Principal Building Agreement, Edition 6.2. The respective professional consultants shall perform their duties within their appointed disciplines and delegated authority.

3. CONTRACT DOCUMENTS AND DESIGN RESPONSIBILITY

CLAUSE	STATEMENT	DATA
5.1	Contract Drawings	As listed in Part C3 of the Tender Document
5.1	Specifications	As contained in Part C3 of the Tender Document
5.1	Priced Document	Bills of Quantities and Preliminaries
5.1	Site Information	Part C4 of the Tender Document
7.1	Design responsibility	Employer's appointed professional consultants, except for any specific contractor-designed portions expressly identified in the Contract Documents
13.1	Site setting out	Contractor, in accordance with the Contract Drawings and approved setting-out information

INSURANCES AND SECURITIES

CLAUSE	STATEMENT	DATA
8.0	Works risk	In accordance with the JBCC Principal Building Agreement
10.1	Insurance responsibilities	As stipulated in the JBCC Agreement and project-specific insurance requirements

5

CLAUSE	STATEMENT	DATA
10.1	Contractor's insurance	Contractor shall provide the required insurance policies and proof of cover before commencing the Works
10.1	Public liability insurance	As required by the Contract and approved insurance schedule
10.1	Contract Works Insurance	As allocated in the completed insurance arrangements
10.1	Employer's insurance	To be confirmed in the insurance schedule
11.1	Guarantee for construction	To be selected and completed by the Employer in accordance with the JBCC security provisions
11.1	Guarantee amount	TBC – subject to the selected JBCC security option
11.1	Guarantee validity	In accordance with the applicable JBCC security provisions
11.3	Guarantee for advance payment	Only applicable where an advance payment is approved and provided for in the Contract

The Contractor shall provide all required insurance documentation, guarantees and proof of statutory compliance before commencing the Works.

EXECUTION AND CONSTRUCTION PROGRAMME

CLAUSE	STATEMENT	DATA
12.1	Possession of the Site	On the date agreed and notified by the Employer
12.1	Intended date of possession	TBC
12.2.2	Submission of Priced Document	Within the period prescribed by the JBCC Agreement
12.2.6	Submission of construction programme	Within the period prescribed by the JBCC Agreement
12.2	Construction programme	Detailed programme covering all building, structural, electrical, mechanical, plumbing and external works
12.2	Programme updates	At intervals agreed with the Principal Agent
12.2	Site meetings	At intervals determined by the Principal Agent and Employer
12.2	Working hours	Monday to Friday, 08h00 to 17h00, subject to approved site arrangements and applicable legislation
12.2	Site access	In accordance with the Employer's site access requirements

5

CLAUSE	STATEMENT	DATA
12.2	Project coordination	The Contractor shall coordinate all subcontractors, suppliers and specialist installations

COMPLETION OF THE WORKS

CLAUSE	STATEMENT	DATA
19.1	Practical Completion	In accordance with the JBCC Principal Building Agreement
19.1	Intended date for Practical Completion	TBC
20.1	Completion in sections	Not applicable, unless specifically identified in the Contract Documents
21.1	Defects Liability Period	Ninety (90) calendar days, subject to confirmation by the Employer
21.1	Commencement of Defects Liability Period	The calendar day following the date of Practical Completion
21.6	Final Completion	In accordance with the JBCC Principal Building Agreement
22.1	Latent Defects Liability Period	Five (5) years, in accordance with the JBCC Agreement
24.1	Penalty for late completion	R_____ per calendar day, subject to confirmation by the Employer

PAYMENT

CLAUSE	STATEMENT	DATA
25.1	Currency	South African Rand (ZAR)
25.2	Payment certificate intervals	Monthly
25.2	Submission of payment claims	In accordance with the agreed monthly assessment date and JBCC requirements
25.2	Payment certificate issued by	Principal Agent
25.10	Payment period	Fourteen (14) calendar days from the date of the payment certificate, subject to the applicable JBCC provisions

5

CLAUSE	STATEMENT	DATA
25.0	VAT	Included in the accepted Contract Sum
26.0	Final account	Prepared and administered in accordance with the JBCC Principal Building Agreement
26.0	Price adjustment	As provided for in the completed Agreement and applicable pricing provisions

HEALTH, SAFETY AND STATUTORY COMPLIANCE

CLAUSE	STATEMENT	DATA
2.1	Applicable legislation	Laws and regulations of the Republic of South Africa
2.1	Occupational Health and Safety	Occupational Health and Safety Act, 1993 (Act 85 of 1993)
2.1	Construction Regulations	Construction Regulations, 2014, as amended where applicable
2.1	Compensation Fund	Valid Letter of Good Standing
2.1	Health and Safety Plan	To be submitted and approved before commencement of construction
2.1	Environmental compliance	Applicable environmental legislation and project requirements
2.1	Building approvals	Relevant municipal and statutory approvals

DISPUTE RESOLUTION

CLAUSE	STATEMENT	DATA
30.1	Dispute resolution	In accordance with Clause 30 of the JBCC Principal Building Agreement, Edition 6.2
30.1	Adjudication	In accordance with the JBCC dispute resolution provisions
30.1	Arbitration	In accordance with the JBCC dispute resolution provisions and applicable arbitration requirements
30.1	Place of arbitration	To be agreed by the parties, subject to the applicable provisions

ADDITIONAL PROJECT-SPECIFIC REQUIREMENTS

1. The following project-specific requirements shall form part of the Contract, subject to their incorporation into the signed Agreement:

5

2. Compliance with the CIDB B.U.I.L.D. Programme and applicable skills development requirements.
3. Compliance with the Employer's preferential procurement and local labour participation requirements.
4. Compliance with all approved construction drawings, specifications and applicable SANS standards.
5. Submission and implementation of a project-specific Health and Safety Plan.
6. Testing, commissioning and certification of all electrical, mechanical, plumbing, fire protection and other installations.
7. Submission of as-built drawings, operation and maintenance manuals, warranties and commissioning certificates before handover.
8. Compliance with the Employer's site access, reporting and project management requirements.

PART TWO - DATA PROVIDED BY THE CONTRACTOR

CONTRACTOR'S DETAILS

CLAUSE	STATEMENT	DATA
1.1	Contractor's registered name	To be completed by the successful tenderer
1.1	Trading name	To be completed
1.1	Company registration number	To be completed
1.1	Physical address	To be completed
1.1	Postal address	To be completed
1.1	Telephone number	To be completed
1.1	Email address	To be completed
1.1	VAT registration number	To be completed
1.1	CIDB registration number	To be completed
1.1	CIDB grading designation	7GB or higher, as applicable to the tender's stated grading requirements

CONTRACTOR'S KEY PERSONNEL

The Contractor shall provide details of the suitably qualified and experienced personnel responsible for managing and executing the Works.

POSITION	DETAILS TO BE PROVIDED
Contracts Manager	Name, qualifications and experience
Site Manager	Name, qualifications and experience
Foreman	Name, qualifications and experience
Quantity Surveyor	Name, qualifications and experience
OHS	Name, qualifications and registration
Health and Safety Officer	Name, qualifications and professional registration, where applicable

5

The Contractor shall attach the relevant CVs, qualifications, professional registrations and other supporting documentation for the proposed key personnel.

CONSTRUCTION PROGRAMME

CLAUSE	STATEMENT	DATA
12.2.6	Initial construction programme	To be submitted within the period prescribed by the JBCC Agreement
12.2	Construction methodology	To be submitted by the Contractor
12.2	Construction period	TBC
12.2	Intended commencement date	TBC
12.2	Intended Practical Completion date	TBC
12.2	Programme update intervals	As agreed with the Principal Agent

The Contractor shall submit a detailed construction programme indicating the sequence and duration of all activities required to complete the Works, including procurement, construction, installation, testing, commissioning and handover.

CONTRACTOR'S COMPLIANCE DOCUMENTATION

The Contractor shall provide and maintain the following documentation throughout the Contract period, where applicable:

1. Valid CIDB registration and grading.
2. Valid Compensation Fund Letter of Good Standing.
3. Proof of required insurance cover.
4. Approved Health and Safety Plan.
5. Construction programme and progress reports.
6. Details of appointed subcontractors and specialist service providers.
7. CIDB B.U.I.L.D. Programme training and skills development documentation.
8. Proof of statutory registrations and professional qualifications.
9. Testing, commissioning and quality assurance documentation.
10. Any additional documentation required under the Contract Documents.

PROJECT-SPECIFIC RISK MANAGEMENT

The Contractor shall identify, assess and manage risks associated with the execution of the Works. The project risk register shall include, but not be limited to:

- Existing underground and above-ground services.
- Site access and site establishment.
- Adverse weather conditions.
- Delays in the procurement and delivery of materials and equipment.
- Availability of skilled and local labour.
- Coordination of building, structural, electrical and mechanical installations.
- Occupational health and safety risks.
- Environmental management and statutory compliance.
- Quality control and defective workmanship.
- Delays affecting the construction programme.
- Testing, commissioning and handover requirements.

The Contractor shall regularly review and update the project risk register and report significant risks to the Principal Agent and Employer**.**

sport, arts, culture & recreation
Department of
Sport, Arts, Culture and Recreation
FREE STATE PROVINCE

idt

5

5

C1.3 CONSTRUCTION GUARANTEE

5

*

INDEPENDENT DEVELOPMENT TRUST

PROJECT: PROCUREMENT OF A CONTRACTOR FOR CONSTRUCTION OF PROPOSED NEW MULTI-PURPOSE INDOOR SPORTS IN SMITHFIELD

TENDER NO: DSACR/FSIDT/01-SMIRTHFIELD-CON

C2.1 PRICING INSTRUCTIONS

C2.1.1 Pricing Instruction to the contractor

1.1 The Contract shall be based on the JBCC Principal Building Agreement, Edition 6.2, together with the applicable Contract Data, Bills of Quantities, project specifications, drawings, Preliminaries and the IDT's Special Conditions of Contract.

1.2 Tendered prices shall be deemed to have been prepared with due consideration of all applicable Acts, Ordinances, Regulations, By-laws, International Standards and South African National Standards (SANS) published and applicable 28 days prior to the tender closing date. Tenderers shall familiarise themselves with all relevant statutory and technical requirements applicable to the execution of the Works.

1.3 The rates and prices entered in the Bills of Quantities shall be deemed to be fully inclusive of all costs and expenses necessary for the proper execution and completion of the Works as described in the Contract Documents. Such rates and prices shall include, but not be limited to, labour, materials, plant, equipment, transportation, supervision, temporary works, overheads, profit, insurances and all other obligations arising from the Contract.

1.4 Tenderers shall ensure that all items in the Bills of Quantities are properly priced. Where an item has not been separately priced, the cost of such work shall be deemed to have been included in other applicable rates and prices, subject to the provisions of the JBCC Principal Building Agreement and the tender evaluation requirements. No additional payment shall be considered merely because an item has been omitted from the tenderer's pricing.

1.5 Tenderers are advised that certain works may be undertaken under restrictive site conditions, including limited access, operational constraints, environmental considerations and compliance with applicable occupational health and safety requirements and other statutory regulations.

1.6 Tenderers shall make adequate provision in their tendered rates and prices for all foreseeable costs associated with the site conditions and restrictions applicable to the project. No additional payment shall be considered for foreseeable conditions that should reasonably have been identified and allowed for during the tender stage, subject to the Contractor's rights and entitlements under the JBCC Principal Building Agreement, Edition 6.2.

1.7 Where applicable, tenderers may separately identify costs associated with abnormal or restrictive working conditions in the relevant section of the Bills of Quantities, provided that such provision is expressly permitted by the tender pricing documentation. Alternatively, such costs shall be deemed to have been included in the applicable tendered rates and prices.

1.8 Tenderers shall familiarise themselves with all requirements of the tender, including the project scope, specifications, drawings, site conditions, access arrangements and other factors that may affect the execution and completion of the Works. No claim arising solely from a failure to familiarise themselves with the tender requirements or reasonably foreseeable site conditions shall be entertained, subject to the provisions of the JBCC Principal Building Agreement, Edition 6.2.

5

1.9 The Bills of Quantities shall be used for the pricing and valuation of the Works in accordance with the JBCC Principal Building Agreement, Edition 6.2. Tenderers shall carefully examine the quantities, specifications, drawings and site conditions to ensure that their tendered prices adequately provide for the complete execution of the Works.

The scope includes the construction of the proposed Multi-purpose Indoor Sports Facility in Smithfield, comprising building works, structural works, electrical installations, mechanical installations, plumbing and drainage, specialist equipment and external works, including roads, paving, landscaping, stormwater drainage and perimeter fencing.

Tenderers may be permitted to conduct site inspections to familiarise themselves with the site conditions and requirements. All inspections must be arranged with the IDT at least three (3) working days in advance. Site inspections shall only take place during official working days and working hours, between 09h00 and 16h00, and shall be subject to prior confirmation by the IDT.

1.10 Tenderers shall ensure that all items in the Bills of Quantities are priced. Tendered rates and prices shall be deemed to be firm for the duration of the Contract, subject to any adjustment or price fluctuation provisions expressly provided for in the JBCC Principal Building Agreement, Edition 6.2, and the applicable Contract Data. Failure to price mandatory items may render the tender non-responsive, in accordance with the tender conditions.

1.11 The Contractor shall execute the Works in accordance with the approved specifications, drawings and other Contract Documents. Any proposed deviations from the tender specifications must be clearly identified and submitted with the tender, where permitted. Deviations shall not be implemented without the prior written approval of the Employer and/or its duly authorised representative.

Any approved changes to the Works after the award of the Contract shall be administered in accordance with the variation provisions of the JBCC Principal Building Agreement, Edition 6.2.

1.12 No alteration, substitution or deviation from the approved specifications, materials, equipment or construction methods shall be permitted without prior written approval from the Employer and the Principal Agent, where applicable. Any proposed alternative shall demonstrate that it meets the required performance, quality, durability and technical standards of the project.

1.13 The Contractor shall comply with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), the Construction Regulations, 2014, and all other applicable occupational health and safety legislation and regulations. The Contractor shall provide all required health and safety documentation, appointments, risk assessments, safety plans and other statutory submissions before commencing the Works and throughout the Contract period.

1.14 The Contractor shall make provision for the necessary supervision, management and coordination of the Works throughout the Contract period. This shall include monitoring construction progress, coordinating subcontractors, attending site meetings with the Employer and/or its representatives, preparing progress reports and undertaking all necessary site administration. All associated labour, travelling and management costs shall be included in the tendered rates and prices.

1.15 The Contractor shall provide all labour, materials, plant, equipment, transportation, supervision, installation, testing, commissioning and other resources necessary for the proper execution and completion of the Works, as specified in the Bills of Quantities, drawings and technical specifications.

All building, electrical, mechanical, plumbing, drainage, specialist equipment and external works shall be completed, tested and commissioned to the satisfaction of the Employer and the Principal Agent, in accordance with the JBCC Principal Building Agreement, Edition 6.2, and the applicable Contract Documents.

5

The tender submission, including all required pricing schedules, Bills of Quantities and returnable documents, shall be completed in accordance with the tender instructions. All handwritten entries shall be completed clearly in permanent black ink

C2.1.2 Function of the Activity Schedule

The Priced Document, including the Bills of Quantities, forms part of the Contract and provides the basis for pricing and valuation of the Works in accordance with the JBCC Principal Building Agreement, Edition 6.2.
The descriptions, specifications, drawings and other Contract Documents define the scope, quality, extent and requirements of the Works to be executed by the Contractor. The Contractor shall execute and complete the Works in accordance with the Contract Documents and the requirements of the Agreement.
The Priced Document shall be used for the assessment and valuation of the Works executed, interim payment certificates and the final account, in accordance with the applicable provisions of the JBCC Principal Building Agreement, Edition 6.2.

C2.1.3 Link to the Programme

The Contractor shall prepare and submit a detailed construction programme in accordance with the requirements of the JBCC Principal Building Agreement, Edition 6.2.
The construction programme shall demonstrate the proposed sequence, duration and coordination of the various activities required to complete the Works within the contractual period. It shall include, where applicable, the building works, structural works, electrical installations, mechanical installations, plumbing, specialist installations and external works.
The programme shall identify key milestones, critical activities, procurement periods, subcontractor activities, testing, commissioning and practical completion.

The Contractor shall regularly monitor and update the construction programme to reflect actual progress and identify any delays or circumstances that may affect the completion of the Works. The programme shall be submitted to the Principal Agent for consideration and coordination in accordance with the Contract.

C2.1.4. Preparing the activity schedule

The Bills of Quantities and Priced Document shall be prepared as part of the tender documentation and shall provide the basis upon which tenderers price the Works.
Tenderers shall examine the Bills of Quantities together with the drawings, specifications, project scope and other Contract Documents before submitting their tender.
All items shall be priced in accordance with the descriptions and requirements contained in the tender documentation. The tendered rates and prices shall allow for all labour, materials, plant, equipment, supervision, transportation, overheads and other costs necessary for the proper execution and completion of the Works.
The accepted Priced Document shall form part of the Contract and shall be used for the valuation of the Works, assessment of interim payments and preparation of the final account in accordance with the JBCC Principal Building Agreement, Edition 6.2.

5

INDEPENDENT DEVELOPMENT TRUST

C2.1.6 PRICED BILL OF QUANTITY

General – The Bills of Quantities define the scope of the Engineering Works in terms of the measurement and payment parameters specified. The Schedules shall be read in conjunction with the General Conditions of Contract, the Special Conditions, and the Conditions of the tender proposal. Quantities cannot be guaranteed. Bidders shall quote for all equipment and all accessories specified within this document. The procurement of this equipment shall take place as and when needed, spread over the 36 months period. Servicing and maintenance of all newly installed equipment and components and guaranteeing free of defects for the full maintenance period of 36 months, will form part of this contract.

Descriptions & Measured Items – The Activity Schedule consists of Descriptions followed by measured items (Item lines) which specify the items of differing dimensions, ratings, etc. which comply with the overall requirements of such Description. The measured items may add, subtract or in any other way vary the Description. Below each item line the measured quantities applicable to each of the applicable sections of the Works appears under the relevant column heading, the total of which is shown under the Quantity column.

The terms used and Schedule layout are defined in the *Activity Schedule* Legend which is presented at this Preamble. The Activity Schedule is based upon the Standard system of measurement modified as necessary. **Fixed Rates** – Rates shall be fixed for the duration of the contract. **All inclusive** – The Descriptions and item lines are of necessity abbreviated summaries of the specifications and unless otherwise stated or elsewhere measured, shall include all necessary components and accessories required or necessary for the correct functioning or performance of the item when incorporated into the Engineering Works.

The rates and prices shall accommodate the nature of the Engineering Work and any restrictions which apply to the Works Environment and the Site of the Works, shall include all the costs and expenses that may be required in and for the construction of the Works described and shall include the cost of all general obligations, risks and liabilities stated or implied in the contract documents.

Quantities net – The quantities set out in the Schedule are intended for measurement and payment purpose only. Material and equipment orders shall not be based upon such quantities but upon the Contractor's professional team assessment. Job cards will be signed off and certified by the delegated DSACR Official. Contractor's professional team assessment (Electrical Engineer) should certify the services rendered on the basis of the records of Job cards signed by the DSACR official.

Quantities Provisional – The quantities set out in the schedules are measured provisionally and will be subject to re-measurement on completion. Job cards will be signed off and certified by the Facilities Manager or representative.

5

C2.2 BILL OF QUANTITY

The tenderer shall complete and submit the Priced Document (Bills of Quantities). Each page shall be signed by the tenderer's authorised representative. The total tendered amount shall correspond with the amount reflected in C1.1 (Form of Offer and Acceptance) and the applicable tender pricing summary.

5

PART C3 WORKS INFORMATION / SCOPE OF WORKS

Construction of proposed new Multi-purpose indoor sports in Smithfield complete with:

• Building works consisting of:

- Earthworks - Concrete floors, columns, walls and roof slabs. - Foundation and Super-structure brick walls and Face brick external finishes. - Structural steel roof - Metal roof sheeting - Aluminium windows - Floors and wall finishes - Doors and doors furniture - Plumbing and drainage - Gym Equipment - Kitchen equipment - Water storage tanks - Access control

• Electrical installation

- LT Cables - Distribution Boards - Electrical Connection - Lighting and small power. Lighting protection - Telephone and Data Conduiting Installation - Fire Detection • Mechanical Installation - HVAC - Fire protection

• External works

- Landscaping - Roads & Pavings - Bulk water supply - Soil drainage - Stormwater drainage - Perimeter fencing

INDEPENDENT DEVELOPMENT TRUST

C3.1 EMPLOYERS WORKS INFORMATION

COMPLIANCES WITH STANDARDS AND REGULATIONS

The construction of the proposed Multi-purpose Indoor Sports Facility in Smithfield shall be executed in accordance with all applicable legislation, regulations, national standards, municipal by-laws and relevant technical specifications governing building and construction works.

The Contractor shall comply with the latest applicable editions of the following standards and regulations, including but not limited to:
1.1 Building and Construction Works
National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977).
Applicable National Building Regulations (SANS 10400).
Applicable Department of Public Works and Infrastructure (DPWI) construction specifications, including PW 371, where relevant.
Applicable CIDB standards and construction industry requirements.
1.2 Structural and Civil Engineering Works
Applicable SANS standards for concrete, structural steel, foundations and masonry construction.
SANS 10100 – Structural use of concrete, where applicable.
SANS 10162 – Structural use of steel, where applicable.
Applicable standards for earthworks, roads, paving, stormwater drainage and external infrastructure.
1.3 Electrical Installations
SANS 10142-1 – The Wiring of Premises.
Applicable SANS requirements for electrical distribution boards, lighting, small power, earthing, lightning protection, telephone and data installations.
Applicable requirements for fire detection and electrical safety.
1.4 Mechanical, Plumbing and Fire Protection Installations
Applicable SANS standards for ventilation, air-conditioning and mechanical installations.
SANS 10252 – Water supply and drainage installations for buildings.
Applicable SANS standards and regulations for fire protection and fire detection systems.
Applicable municipal requirements for water supply, sewerage and drainage connections.
1.5 Occupational Health and Safety
Occupational Health and Safety Act, 1993 (Act 85 of 1993).
Construction Regulations, 2014.
Applicable environmental, health and safety legislation and regulations.
1.6 General Requirements
The Contractor shall ensure that all materials, equipment, workmanship, installations, testing and commissioning comply with the applicable standards and specifications. All installations shall be inspected, tested and certified where required by the relevant legislation and regulatory authorities.
Where conflicting requirements arise, the Contractor shall refer the matter to the Principal Agent for clarification and direction in accordance with the JBCC Principal Building Agreement, Edition 6.2

PROCUREMENT MANAGEMENT

Preferential procurement procedures
The procurement and execution of the Works shall comply with the applicable Preferential Procurement Regulations, the Employer's procurement policies and the specific goals and conditions stipulated in the tender documentation.
The Contractor shall comply with all applicable preferential procurement commitments and obligations forming part of the accepted tender and Contract.

Requirements for the sourcing and engagement of labour.

The Contractor shall, as far as reasonably practicable, prioritise the recruitment and employment of suitable local labour from the Smithfield community for the execution of the Works.

Remuneration and employment conditions for all categories of labour, including skilled, semi-skilled and unskilled workers, shall comply with applicable labour legislation, bargaining council agreements and prescribed minimum wage requirements.

The Contractor shall endeavour to ensure that the employment of temporary and targeted local labour achieves the following participation targets:
a) 50% women;
b) 25% youth between the ages of 18 and 25; and
c) 2% persons with disabilities.
The Contractor shall maintain accurate employment records and submit periodic reports to the Employer and/or the IDT demonstrating compliance with the agreed local labour participation targets.

Specific provisions pertaining to SANS 1914-5

The Contractor shall comply with the applicable requirements of SANS 1914-5 relating to the participation of targeted labour in construction projects, where incorporated into the tender and Contract.

MANAGEMENT

Recording of Weather
The Contractor shall provide and maintain a suitable rainfall gauge on Site and keep accurate daily records of rainfall. Such records shall be made available to the Principal Agent upon request and shall be used as supporting information for any application for an extension of time, in accordance with the JBCC Principal Building Agreement, Edition 6.2.

Unauthorised Persons
The Contractor shall take all reasonable measures to prevent unauthorised persons from entering the Site and Works. Access shall be restricted to authorised personnel, subcontractors, suppliers and visitors who comply with the Employer's site access, security and safety requirements.
No person shall be permitted to reside or sleep on the Site unless expressly authorised in writing by the Employer.

Management Meetings
The Principal Agent, the Employer and the Contractor shall attend regular site and progress meetings, as required for the effective administration and monitoring of the Works.
The Contractor shall ensure that relevant subcontractors, consultants and other personnel under its control attend such meetings when requested by the Principal Agent or Employer.
The Contractor shall maintain accurate site records, including:
Minutes of site and progress meetings;
Daily records of labour, plant and equipment on Site;
Site instructions and relevant correspondence;
Current construction programme;
Updated construction drawings and specifications; and
Copies of relevant Contract Documents.
Such records shall be made available to the Principal Agent and Employer upon request.

Forms for Contract Administration
The Contractor shall submit an updated monthly progress report using the IDT-prescribed reporting template. The report shall be submitted at the monthly site meeting or as otherwise required by the Employer and/or Principal Agent.
The report shall include construction progress, labour statistics, resources deployed, programme performance, health and safety matters, challenges encountered and planned activities for the following reporting period.

Payment Certificates
The Contractor shall submit payment claims and all supporting documentation in accordance with the payment provisions of the JBCC Principal Building Agreement, Edition 6.2.
The Contractor shall ensure that valid VAT invoices and all other required supporting documentation are submitted timeously to facilitate the processing of payments.
Such documentation may include, where applicable:
Contractor's monthly progress reports;
Valid tax invoices;
Company registration and banking details;
Relevant tax compliance documentation; and
Other supporting documents reasonably required by the Employer.
The Contractor's monthly progress report shall accompany each payment claim. The Principal Agent shall assess and certify payments in accordance with the JBCC Principal Building Agreement, Edition 6.2, and the applicable Contract Data.

CONDITIONS OF CONTRACT

The Contractor shall comply with all obligations, responsibilities and requirements stipulated in the JBCC Principal Building Agreement, Edition 6.2, the applicable Contract Data, the IDT's Special Conditions of Contract and all other documents forming part of the Agreement.

The Contractor's tendered rates and prices shall make provision for all costs, responsibilities and obligations associated with the execution and completion of the Works, including but not limited to:

- Risks, costs and obligations arising from the Contract Documents and applicable specifications;
- Head office and site establishment costs, overheads and supervision;
- Contractor's profit and financing costs;
- Guarantees, sureties and employment-related expenses;
- Statutory fees, registrations and other applicable statutory obligations;
- Indemnities and insurances required under the Contract;
- Compliance with the Compensation for Occupational Injuries and Diseases Act, 1993 (COIDA), including maintaining a valid Letter of Good Standing issued by the Compensation Fund;
- Preparation, submission and implementation of a detailed construction programme covering all building, structural, electrical, mechanical, plumbing and external works;
- Coordination and supervision of subcontractors and specialist installations; and
- General preliminaries and establishment costs not specifically included under individual items of permanent or temporary work.

The Contractor shall submit proof of the required insurance policies and a valid Letter of Good Standing before commencing work on Site. Such documentation shall remain valid throughout the Contract period.

The Contractor shall prepare and submit a detailed construction programme to the Principal Agent for consideration and administration in accordance with the JBCC Principal Building Agreement, Edition 6.2. The Contractor shall regularly monitor and update the programme to reflect actual progress and ensure timely completion of the Works.

DEFECTS LIABILITY PERIOD
The Defects Liability Period shall be as stipulated in the completed JBCC Principal Building Agreement, Edition 6.2, and applicable Contract Data. The Contractor shall attend to and rectify defects identified during this period in accordance with the provisions of the Agreement and at no additional cost to the Employer where such defects are attributable to the Contractor's workmanship, materials or failure to comply with the Contract requirements.

MATERIALS AND WORKMANSHIP

All work shall be executed in a proper and workmanlike manner, using materials and workmanship that comply with the approved specifications, drawings, applicable SANS standards and the requirements of the JBCC Principal Building Agreement, Edition 6.2.

The Principal Agent shall administer the quality control and inspection of the Works in accordance with the Agreement. Any materials or workmanship found to be defective or not in accordance with the Contract Documents shall be rectified or replaced by the Contractor as required under the Contract.

All construction works shall be undertaken by suitably qualified and competent personnel with the necessary skills and experience relevant to their respective trades and disciplines.

The Contractor shall ensure that all materials, equipment and installations supplied under the Contract are suitable for their intended purpose, properly installed and fully operational upon completion. All components, fittings, accessories and associated items necessary for the proper functioning and completion of the installations shall be included in the Contractor's scope of work, whether or not individually itemised, where reasonably identifiable from the Contract Documents.

The Contractor shall verify all relevant site dimensions and conditions before commencing the Works and shall coordinate its activities with the Principal Agent, consultants, subcontractors and other relevant parties to ensure the proper integration of all building services and installations.

All electrical, mechanical, plumbing, drainage, fire protection and other building services shall be properly installed, tested and commissioned in accordance with the applicable specifications, statutory requirements and manufacturers' recommendations.

The Contractor shall ensure that all installations, equipment, control systems and serviceable components are positioned to allow safe access, inspection and future maintenance.

OCCUPATIONAL HEALTH AND SAFETY COMPLIANCE

The Contractor shall comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Construction Regulations, 2014, and all applicable occupational health and safety legislation and regulations.

The Contractor shall prepare and submit a comprehensive Site-Specific Health and Safety Plan for approval by the Employer and/or its appointed Health and Safety Agent before commencing any work on Site.

The Health and Safety Plan shall comply with the applicable Client Health and Safety Specification and shall include, but not be limited to, the following:
(a) Client Health and Safety Specification in accordance with Construction Regulation 5(1)(b), 2014;
(b) Client Baseline Risk Assessment in accordance with the applicable Construction Regulations;
(c) Detailed Occupational Health and Safety Pricing Breakdown;
(d) Project-specific risk assessments and safe work procedures;
(e) Health and safety appointments and competencies;
(f) Emergency preparedness and response procedures; and
(g) Construction site safety monitoring and reporting requirements.

The Contractor shall ensure that all employees, subcontractors and other persons under its control comply with the approved Health and Safety Plan throughout the execution of the Works.

All required health and safety documentation shall be maintained on Site and made available to the Employer, Principal Agent and Health and Safety Agent upon request

QUALITY REQUIREMENTS FOR MATERIALS AND EQUIPMENT OF ELECTRICAL INSTALLATIONS

All electrical materials, equipment and installations shall comply with the latest applicable editions and amendments of the relevant South African National Standards (SANS), statutory requirements, technical specifications and approved project drawings.

The electrical installations shall comply with, but not be limited to:
SANS 10142-1 – The Wiring of Premises;
Applicable SANS requirements for electrical distribution boards, cables, lighting and small power installations;
Applicable standards for earthing and lightning protection;
Applicable requirements for fire detection and alarm installations;
Applicable standards for telephone and data cabling infrastructure; and
Relevant municipal and electricity supply authority requirements.

All electrical materials and equipment shall be new, of approved quality, suitable for their intended application and installed by suitably qualified and competent personnel.

The Contractor shall undertake all necessary inspections, testing and commissioning of the electrical installations and shall provide the required test results, commissioning certificates and Certificates of Compliance, where applicable, before handover of the Works.

All electrical installations shall be subject to inspection and approval by the relevant authorised persons and regulatory authorities, where required.

CIDB B.U.I.L.D. Programme
The Contractor shall comply with the applicable requirements of the Construction Industry Development Board (CIDB) B.U.I.L.D. Programme and the Department of Public Works and Infrastructure General Notice 1779 of 2023, dated 31 March 2023, relating to the development of skills and capacity in the delivery of infrastructure projects.

The Contractor shall implement the applicable skills development and training requirements associated with the construction of the proposed Multi-purpose Indoor Sports Facility in Smithfield, in accordance with the approved project requirements and applicable CIDB standards.

The Contractor shall provide the necessary records and supporting documentation to the Employer and/or IDT to demonstrate compliance with the applicable skills development and training obligations throughout the Contract period.

PART C4: SITE INFORMATION

Facility Name: Smithfield Indoor Sport Centre

Coordinates:
30°12′45″S
26°31′53″E

Town:
Smithfield

2.1 The Format of Communications:

1.1.1 The Contractor shall, within thirty (30) days of the commencement of the Contract, submit a Baseline Training Plan to the Employer's Representative, using the prescribed CIDB B.U.I.L.D. Programme reporting format, where applicable.

1.1.2 The Contractor shall submit interim skills development and training reports to the Employer's Representative at intervals not exceeding three (3) months, together with a final training and compliance report within fifteen (15) days of practical completion of the Works.

1.2 KEY PERSONNEL

1.2.1 The Contractor shall appoint suitably qualified and experienced supervisors and mentors to oversee the implementation of approved workplace training and skills development activities.

1.2.2 Where structured workplace learning is undertaken, the Contractor shall ensure that learners and candidates are supervised and mentored by suitably qualified personnel in the relevant construction trades and disciplines.

1.2.3 The appointed supervisors and mentors shall monitor the progress of learners and ensure that the practical training provided is relevant to the construction activities undertaken on the project.

1.3 MANAGEMENT MEETINGS

1.3.1 The Contractor shall report to the Employer's Representative and/or IDT on the implementation and progress of the CIDB B.U.I.L.D. Programme during scheduled project management and progress meetings.

1.3.2 The Contractor shall provide updates on training activities, learner participation, local labour employment and skills development achievements.

1.4 FORMS FOR CONTRACT ADMINISTRATION

1.4.1 The Contractor shall complete and submit the applicable CIDB B.U.I.L.D. Programme reporting documents, including:

1.5 RECORDS

1.5.1 The Contractor shall:

Maintain accurate records of learners and candidates, including attendance registers, hours worked, training activities and relevant registration details with the applicable SETA, CIDB Skills Development Agency or professional statutory council, where required.

Maintain supporting documentation demonstrating compliance with the approved skills development and training requirements.
Submit all required records and supporting documentation to the Employer's Representative upon request.
Upon completion of each training opportunity, provide confirmation of the nature and duration of the training undertaken, duly acknowledged by the relevant learner or candidate, for the Employer's records.

1.6 PAYMENT CERTIFICATES

1.6.1 The Contractor shall submit payment claims in accordance with the payment provisions of the JBCC Principal Building Agreement, Edition 6.2.

1.6.2 All payment claims shall be supported by the required documentation and progress reports in accordance with the Contract.

1.6.3 The Principal Agent shall assess and certify payments for work executed in accordance with the JBCC Principal Building Agreement, Edition 6.2. The Contractor's compliance with applicable CIDB B.U.I.L.D. Programme obligations shall be monitored and reported separately in accordance with the relevant project requirements.

ANNEXURES

ANNEXURE 1: DRAWINGS

ANNEXURE 2: SPECIFICATIONS

8

ANNEXURE 3: BILL OF QUANTITIES

ANNEXURE 4 : OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

(9a) **CLIENT HEALTH AND SAFETY SPECIFICATIONS** AS PER CONSTRUCTION REGULATION 5(1)(b), 2014, OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

(9b) **CLIENT BASELINE RISK ASSESSMENT** PER CONSTRUCTION REGULATION 5(1)(b), 2014, OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

(9c) OCCUPATIONAL HEALTH AND SAFETY **DETAILED PRICING BREADOWN STRUCTUREE**

correctional services
Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

idt