

# VAAL UNIVERSITY OF TECHNOLOGY



**VAAL UNIVERSITY  
OF TECHNOLOGY**

*Inspiring thought. Shaping talent.*

---

## **TENDER DOCUMENT FOR THE MINOR WORKS PROJECT: RENOVATION OF TRANSPORT AND CONCRETE LAB AT R BLOCK**

Registered Name of Tenderer	
Trading Name of Tenderer	
Registration No. of Entity	
Tenderer CIDB Grading	
BBBEE Level	
CSD REG Number	
Contact Person	
Tel No:	Email Address:
Cell No:	Fax No:

Price Offer (Vat Inclusive (15%))	R

# Contents

## Number Heading

### **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

### **Part C1: Agreement and Contract Data**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee

### **Part C2: Pricing Data**

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

### **Part C3: Scope of Work**

- C3.1 Scope of Work
- C3.2 Health and Safety Specification
- C3.3 Contractors Report
- C3.4 Schedule of Certificates of Compliance required

### **Part C4: Site Information**

- C4.1 Site Information

# T1.1: TENDER NOTICE AND INVITATION TO TENDER

**PROJECT NAME: RENOVATION OF TRANSPORT AND CONCRETE LAB AT R BLOCK**  
**RFQ No:**

The **Vaal University of Technology** invites experienced and qualified Contractors in terms of the VUT SCM Infrastructure Policy to submit tenders/bids for the Renovation of Transport and Concrete Lab at R Block

**Contractors** are hereby invited to tender for the *Renovation of Transport and Concrete Lab at R Block*

**Table 1:**

Programme	Project No.	Project Description	Type of Project	CIDB Contractor Grading
	<b>QR16/2025</b>	Refurbishment of the structural defects at Isak Steyl stadium Pavilion Terrace	Refurbishment	<b>3GB or Higher</b>

A compulsory physical tender briefing/clarification meeting and site visit with representatives of the Employer and Employer will take place on day **Tuesday, 9<sup>th</sup> December 2025 @ 10h30** at the **R Block Building**.

**Please note that bidders who do not attend the compulsory physical briefing / clarification meeting and site inspection will not be considered for the tender.**

Bidders are allowed to form Joint Ventures or Consortiums during their submissions.

This tender will be evaluated according to the Preference Point system in terms of PPPFA:

☒ 80/20 Preference point scoring system

**Tender closing date and time: 15<sup>th</sup>, December 2025 @ 12:00.** Completed tender/bid documents must be submitted with subject: *Renovation of Transport and Concrete Lab at R Block* at the following address:

**Vaal University of Technology Main Campus, BLOCK E (E001)**  
**Andries Potgieter Boulevard**  
**Vanderbijlpark**  
**1911**

VUT reserves the right to withdraw any RFQ and/or to reject any RFQ or to accept a part of it. VUT does not bind itself to accepting the lowest RFQ. VUT will use objective elimination criteria on all tenderers with a default history/poor performance within VUT projects where the contractor did not complete even after receiving numerous notices of default.

Telegraph, telephone, telex, facsimile and late documents will not be accepted.

**Enquiries:**

All bid document related enquiries regarding this RFQ must be forwarded to: Email: Lucky Thulare at [luckyt@vut.ac.za](mailto:luckyt@vut.ac.za) with the applicable Bid No. as the subject.

Technical-related enquiries will be addressed via the Supply Chain Management Department.

## T1.2 TENDER DATA

<b>Project title:</b>	<b>RENOVATION OF TRANSPORT AND CONCRETE LAB AT R BLOCK</b>		
<b>RFQ No:</b>	<b>QR16/2025</b>		
<b>Invitation date:</b>	04/12/2025	<b>Closing date:</b>	15/12/2025
<b>Closing time:</b>	12:00pm	<b>Validity period</b>	120 Calendar Days

The conditions of THE RFQ are the Standard Conditions of Tender as contained in Annex F of CIDB Standard for Uniformity in Completion Procurement (August 2019). This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Completion Industry Development Board Act 38 of 2000 read with Regulation 24 of the Construction Completion Industry Development Regulations, 2004 (as amended) issued in terms of section 33.

The Standard Conditions of RFQ 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 the tender data and the Standard Conditions of Tender.

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

<b>Clause number</b>	
F.1.1	<p>The employer is Vaal University of Technology</p> <p>The sponsor and the employer according to the contract is Vaal University of Technology. The VUT will have the right to directly intervene if the service provider is in default. In the event of such an intervention, the VUT shall assume full accountability and responsibility.</p>
F.1.2	<p>The Tender Documents issued by Vaal University of Technology comprise the following documents:</p> <p><b>THE TENDER</b>  <b>Part T1: Tendering procedures</b>  T1.1 - Tender notice and invitation to tender  T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b>  T2.1 - List of returnable documents  T2.2 - List of returnable schedules</p> <p><b>THE CONTRACT</b>  <b>Part C1: Agreements and Contract data</b>  C1.1 - Form of offer and acceptance  C1.2 - Contract data</p> <p><b>Part C2: Pricing data</b>  C2.1 - Pricing instructions  C2.2 - Bill of Quantities</p>

		<b>Part C3: Scope of work</b> C3.1 - Scope of work  <b>Part C4: Site information</b> C4.1 - Site information
F.1.4		Vaal University of Technology Main Campus Andries Potgieter Boulevard Vanderbijlpark 1911
F.1.6.2.1		Vaal University of Technology shall announce the names of the tenderers who make a submission
F.1.2	Tender documents	The documents issued by the employer for the purpose of a tender offer are listed in the tender data.
F.1.3	Interpretation	
F.1.3.3		The Tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English."
F.1.4	Communication and Employer's Representative	The employer's representatives are:  <b>Name: Lucky Thulare</b> <b>E-mail: luckyt@vut.ac.za</b>
F.1.5		The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Tender Notice and Invitation to Tender T1.1
F.2.1	Eligibility	All tenderers/bidders who have the required experience, CIDB Registration Category, and capability are eligible to submit tenders. Bidders are allowed to form Joint Venture or Consortium.  No bidder/contractor will be appointed where the maximum value of the contract is higher than the value that the contractor is considered capable of performing in accordance with the contractors CIDB grading.
F.2.2	Cost of tendering	No costs will be reimbursed to the tenderers by VUT for any interviews or briefing meetings for this tender.
F.2.3	Check documents	Bidder to check the bid documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4	Confidentiality and copyright	Bidder to treat confidential all matters arising in connection with the bid. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a bid offer in response to the invitation.
F.2.5	Reference documents	<ul style="list-style-type: none"> <li>• Standard for Uniformity in Construction Procurement (August 2019)</li> <li>• The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014</li> <li>• VUT SCM Infrastructure Policy</li> </ul>
F.2.8	Seek clarification	Tenderers should request clarification of the RFQ documents, if necessary, by notifying the Employer's Representative indicated in the RFQ in writing at least five (5) working days before the closing time stated in the foregoing notice and clause 2.15. The employer has a right to seek clarification and request certain documentation from the Tenderers after the tender closing and during the RFQ evaluation process where it is deemed as such.
F.2.9	Insurance	VUT accepts that the submission of a Tender/Bid shall be construed as an acknowledgment by the Tenderer/Bidder that she/he will provide her/his own insurance for this contract.
F.2.11	Alterations to documents	Do not make any alterations or additions to the RFQ documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.13	Submitting a Tender Offer	Each Tenderer/Bidder is required to return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects.
F.2.13.2		Parts of each Tender Offer communicated on paper shall be submitted as an original document and not copied.
F.2.13.3		Add the following to the clause:
F.2.13.4		<p>"Only authorised signatories may sign the original and all copies of the tender offer require signature on each page of the tender offer or only where signature is required in terms of 2.13.4. If tender offer is not signed, tenderer/Bidder will be disqualified.</p> <p>In the case of a <b>ONE-PERSON CONCERN</b> submitting a tender, this shall be clearly stated.</p> <p>In case of a <b>COMPANY</b> submitting a tender, include a copy of a <b><u>resolution by its board of directors</u></b> authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a <b>CLOSED CORPORATION</b> submitting a tender, include a copy of a <b><u>resolution by its members</u></b> authorising a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a <b>PARTNERSHIP</b> submitting a tender/Bid, <b><u>all the partners</u></b> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <b><u>proof of such authorisation</u></b> shall be included in the Tender.</p> <p><b>Accept that failure to submit proof of authorisation to sign the tender/Bid shall result in a Tender Offer being regarded as non-responsive.</b></p>
F.2.13.5	Submitting address	<p>The Employer's address for delivery of tender offers:</p> <p><b>Building: E-BLOCK (E001)</b>  Vaal University of Technology  Main Campus  Andries Potgieter Boulevard  Vanderbijlpark  1911</p>
F.2.13.6		Separate submission for the Technical Proposal (Marked Envelope A) and Financial Proposal (Marked Envelope B). No financial information shall be contained in the envelope A, whatsoever. All Bill of Quantities, Form of Offer, Pricing Summary Page, etc shall be submitted under envelope B.
F.2.14	Information and Data to be completed in all respects	VUT accepts that the Employer is restricted in accordance with clause 4. (4) of the Construction Regulations, 2014, to only appoint a Contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. <b>Risk assessment will be conducted for those tenderers that are responsive.</b>
F.2.15 F.2.15.1	Closing time	<p>The closing time for submission of tender offers is:</p> <p><b>Date:15 December2025 Time: 12h00</b></p>
F.2.16 F.2.16.1	Tender Offer validity	<p><b>The Tender Offer validity period is (120) Calendar Days.</b></p> <p>"If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day."</p> <p>The validity period may be extended in writing by the Employer.</p>
F.2.19	Inspections, tests and analysis	The Tenderer must provide access during working hours to his premises for inspections on request.

F.2.24	Canvassing and obtaining of additional information by tenderers	<p>Vaal University accepts that no Tenderer/Bidder shall make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender/bid, after the opening of the tenders and prior to the Employer arriving at a decision thereon.</p> <p>No Tenderer/Bidder shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."</p>
F.2.25	Tax	<p>"Submission of a <b>Valid Tax Clearance Certificate and Tax Compliance Status Pin</b> is compulsory."</p> <p>"Bidders should note, that in accordance with legislation, no contract may be awarded to a/an person/entity who has failed to submit a Valid Tax Clearance Certificate or Tax Compliance Status Pin from the South African revenue Service (SARS), certifying that the taxes of that person/entity are in order or that suitable arrangements have been made with SARS." In bids where a consortia/ Joint Venture / Sub-Contractors are involved each party <b>must</b> submit a separate Valid Tax Clearance Certificate or Tax Compliance Status Pin. Expired Tax Certificate after closing date will not be acceptable.</p> <p><u>Bidder to provide a Pin issued by SARS in order to verify the status of their status.</u></p>
F.3.1	Respond to clarification	"Response to a request for clarification should be received up to five calendar days before the tender closing time stated in the tender data and notify all Tenderers/Bidders who drew procurement documents"
F.3.4	Opening of Tender submissions	The name of each tenderer whose tender offer is opened will not be announced in public.
F.3.11	Evaluation of Tenders	The tender evaluation method to evaluate all responsive tender offers will be <b>Method 1 which is Price and Preference.</b>
F.3.11.1	General	<p>Apply the <b>80/20</b> Preference Point system where a maximum of ninety (<b>80</b>) points will be awarded for price and ten (<b>20</b>) points will be awarded for B-BBEE.</p> <p>Price and preference will be scored, and a <b>risk assessment</b> will be conducted for those tenderers that are responsive.</p> <p>Functionality Scoring for quality will apply for this tender and Risk Assessment will be conducted for all eligible Tenderers, after price and preference evaluation. Risk assessment will be evaluated on the following:</p> <ul style="list-style-type: none"> <li>Proposed resources have the relevant experience</li> <li>Base town or location of the operational office in relation to projects.</li> <li>Price offered does not pose risk to completion of the project</li> <li>Current project under construction in relation to workload</li> <li>Number of previously awarded projects not completed up to works completion whose time has lapsed within and external to VUT.</li> <li>Contractor refused to get help though a subcontractor/cession contractor to complete the works and the project did not finish on time either by Contractor or Replacement contractor.</li> <li>Failed to perform on any previous contract and has been given a written notice(s) to this effect for which the contractor did not rectify the situation and/or the tenderer has been terminated by VUT or other employers due to poor performance (SBD 8 to be completed)</li> <li>Contractor completed the project under dispute and ended up not willing to sign the Final Account due to objections on re-measurement, leading to Final Account submitted and approved without the Contractor's signature.</li> <li>Where the Contractor failed to submit required COCs and this led to delays in the Final Account and Close Out Reports.</li> </ul> <p>As part of risk assessment, the Bidders give VUT the right to request for enquiries from previous and/or current employers about bidders' performance</p>
F.3.12	Insurance provided by the Employer	The Employer will not take out any insurance.
F.3.13	Acceptance of Tender Offer	"A Tender Offer will only be accepted on condition that such acceptance is not prohibited in terms of the Treasury Regulations and Competition Act."

F.3.17	Provide Copies of the Contract	One signed copy of contract shall be provided by the Employer to the successful Tenderers/Bidders. For record purposes the contractors should buy a copy of the contract for use as reference during contract administration.
--------	--------------------------------	---



## **1. AWARDING AND POST TENDER NEGOTIATIONS**

- 1.1 VUT reserves the right not to accept the lowest tender or any tender in part or in whole.
- 1.2 The bidder obtaining the highest number of points should be recommended for acceptance subject to criteria set in the RFQ document
- 1.3 VUT reserves the right to engage in post–tender negotiations wherever applicable, prior to awarding.
- 1.4 Subject to the technical evaluation report.

## Part T2: Returnable Documents

### T.2.1 List of returnable documents

#### Returnable documents will be used for Functionality Scoring/Risk Assessment

- T2.1.A: Proof of References from previous similar projects completed and stamped by either Principal Agents or Employers.
- T2.1.B: Detailed schedule of Key support staff resources
- T2.1.C: Proof of Bidders Capacity (Company Organogram, Project Organogram/Team and Specialist Sub-Contractor's List
- T2.1.D: Technical Approach and Methodology
- T2.1.E: Health and Safety Compliance Documents (Post award)

### T.2.2 List of compulsory returnable schedules

- **Returnable schedules that will be incorporated into the contract:**
  - C1.1 Completed and signed Form of Offer and Acceptance
  - C1.2 Contract Data
  - C1.3 Agreement in terms the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)
  - C2.1 Pricing Instructions
  - C2.2 Completed Bill of Quantities
    - Company Registration documents (CIPC)
    - A valid Tax Compliance Status Pin issued by SARS.
    - CIDB certificate
    - COID (letter of good standing

## **T2.1.A: PROOF OF REFERENCES**

- T2.1.A: Proof of References from previous similar projects completed and stamped by either Principal Agents or Employers.

**FORM 1**  
**VUT RFQ- Resolution to sign on behalf of Company**

**RESOLUTION** of a meeting of the Board of "Directors / Members / Partners of:

.....  
*(Legally correct full name and registration number, if applicable, of the Enterprise)*

Held at: ..... *(place)*

On: ..... *(date)*

**RESOLVED that:**

1. The Enterprise submits an RFQ to Vaal University of Technology in respect of the following:

.....  
*(Project description as per RFQ Document)*

RFQ Number: ..... *(RFQ number as per RFQ Document)*

2. \*Mr/Mrs/Ms.....

In \*his/her capacity as: ..... *(Position in the enterprise)*

And who will sign as follows: .....

Be and hereby, authorised to sign the BID and any other document and/or correspondence in connection with and relating to the BID, as well as to sign any Contract, and any and all documentation, resulting from the award of any project to the Enterprise mentioned above.

#	NAME	CAPACITY	SIGNATURE
1.			
2.			
3.			
4.			
5.			
6.			

**Note:**

1. \*Delete which is not applicable
2. **NB:** This resolution must be signed by all The Directors / Members / Partners of the Tendering enterprise.
3. should the numbers of Directors / Members/ Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**

**FORM 2**  
**VUT RFQ – Details of Previous Similar Project Experience**

- The respondent must complete part A of this form separately for each project listed on form 3.
- The respondent must forward Part B of this form for completion and signing by Client, then bind signed and stamped form with the submission. The VUT will not give scores for uncompleted forms.
- The reference to please provide a score (0 – poor, 5 – satisfactory, 7 – good, 10 – excellent, intermediate numbers may also be scored) and comment on the Contractor's performance on the listed project.

**PART A – To be completed by respondent for RFQ submission**

Company name of Respondent:			
Name of completed similar project:			
Name of project client:			
Location of project (town, district municipality, province, country)			
Total project value:		Project start date:	
Value of work under your appointment:		Project finish date:	
Brief description of work done on this project by your firm:			
Was the Projected Completed on Time/Completion Certificate Issued			
Details of client for reference purposes:	Name:		
	Company name:		
	Contact details:		

**FORM 3 – Continued**  
**VUT RFQ – Details of Previous Similar Project Experience**

**PART B – To be completed by reference and returned to VUT evaluation team**

Project Name Completed: ..... Value: R .....

Client Name: ..... Year .....

Please verify that information provided by the respondent in Part A above is correct. Comment alongside if necessary:		<input type="checkbox"/> No <input type="checkbox"/> Yes	Comments
Please score and comment on the attributes listed below	Score out of 10		
Overall Project Planning by Contractor			
Ordering of Materials and Long-Lead Materials			
Compliance with Construction programme			
Application of resources to project			
Site Management and Reporting			
Contractual acumen			
Administration of Subcontractors (Nominated, Selected, Domestic)			
Payment of Subcontractors and Suppliers			
Quality of workmanship and Quality Assurance Testing			
Total Score (sum of all scores)			

Referee name: .....

Referee signature: .....

Designation: .....

Date: .....

Tel: .....

Company/Client Stamp: .....

## **T2.1.B: DETAILED SCHEDULE OF KEY SUPPORT STAFF RESOURCES**

## **T2.1.C: PROOF OF BIDDER'S CAPACITY**

- Company Organogram of Key Support Staff with Title, Name and Number of Year Experience.
- Submission of Projects specific Organogram showing Key Technical Personnel with CV's and Certified Qualification Certificates

## **T2.1.D: TECHNICAL APPROACH / METHODOLOGY**

- T2.1.D: Submit a Methodology relevant to the project, detailing how the tenderer plans to manage the works on site which includes the process of completing all works.





## **T2.1.E: HEALTH AND SAFETY COMPLIANCE DOCUMENTATION (POST AWARD)**

## Functionality Criteria: see below

Functionality Criteria	Weighting Factor																	
1. Experience and Resource Capacity - Schedule of similar value and completed Projects in the last ten (10) years																		
<div>Company Experience</div> <div>Provide a minimum of three (3) acceptable and relevant references for projects covering a similar scope within the relevant CIDB grading completed not more than ten (10) years ago, per reference provided.</div> <div>Each reference is to be supported with:</div> <div><ul style="list-style-type: none"><li>proof of appointment letter/contract</li><li>completion certificates</li><li>a reference letter with contactable references</li></ul></div> <div>NOTE:</div> <div>The reference letter must contain the following details:</div> <div><ul style="list-style-type: none"><li>Project description</li><li>Starting date and completion date</li><li>Value of the project</li><li>Employer</li></ul></div> <div><div>Reference Project One (1)</div><div>An acceptable and relevant reference covering a similar scope and works is provided. To score points, proof of appointment letter/contract, completion certificate and references specific to each project referenced must be provided.</div><table><tr><td>Appointment letter/contract submitted</td><td>2</td></tr><tr><td>Completion Certificate submitted</td><td>6</td></tr><tr><td>Reference Letter submitted</td><td>2</td></tr></table><div>Reference Project Two (2)</div><div>An acceptable and relevant reference covering a similar scope and works is provided. To score points, proof of appointment letter/contract, completion certificate and references specific to each project referenced must be provided.</div><table><tr><td>Appointment letter/contract submitted</td><td>2</td></tr><tr><td>Completion Certificate submitted</td><td>6</td></tr><tr><td>Reference Letter submitted</td><td>2</td></tr></table><div>Reference Project Three (3)</div><div>An acceptable and relevant reference covering a similar scope and works is provided. To score points, proof of appointment letter/contract, completion certificate and references specific to each project referenced must be provided.</div><table><tr><td>Appointment letter/contract submitted</td><td>2</td></tr><tr><td>Completion Certificate submitted</td><td>6</td></tr><tr><td>Reference Letter submitted</td><td>2</td></tr></table></div> <div>30 Points</div>	Appointment letter/contract submitted	2	Completion Certificate submitted	6	Reference Letter submitted	2	Appointment letter/contract submitted	2	Completion Certificate submitted	6	Reference Letter submitted	2	Appointment letter/contract submitted	2	Completion Certificate submitted	6	Reference Letter submitted	2
Appointment letter/contract submitted	2																	
Completion Certificate submitted	6																	
Reference Letter submitted	2																	
Appointment letter/contract submitted	2																	
Completion Certificate submitted	6																	
Reference Letter submitted	2																	
Appointment letter/contract submitted	2																	
Completion Certificate submitted	6																	
Reference Letter submitted	2																	
2. Detailed schedule of Key support staff resources																		
Company Organogram of Key Support Staff with Title, Name, and Number of Years of Experience. (TWO points per Key Resource represented by a different person)	10 Points																	
3. Competency and Management Structure																		

<b>3.1 Submission of Project's specific Organogram showing Key Technical Personnel with CVs and certified qualification certificates</b>	
Names, titles, and number of years of experience on one page for Project Specific Organogram	
<p>3.1.1 Contracts manager Degree (minimum NQF 6 qualification) in building science, building studies, civil, or structural engineering. At least five (5) years of experience, with a minimum of five (5) different projects of similar work.</p> <ul style="list-style-type: none"> <li>• Five (5) Years' experience = 10 points</li> <li>• Less than Five (3) Years = 6 points</li> </ul> <p>3.1.2 Site Agent (Degree (Minimum NQF 6 qualification) in building science / building studies, civil or structural engineering). Minimum 3 years' experience qualification)</p> <ul style="list-style-type: none"> <li>• Three (3) years' experience = 10 points</li> <li>• Less than Three (3) years = 6 points</li> </ul> <p>3.1.3 Foreman (5 Years' experience, including listing at least five (5) different projects of similar work)</p> <ul style="list-style-type: none"> <li>• Five (5) Years' experience = 10 points</li> <li>• Less than Five (5) years = 6 points</li> </ul> <p>3.1.4 Health and Safety Officer (minimum NQF 6 qualification) Occupational Health and Safety. Minimum 2 years experience qualification)</p> <ul style="list-style-type: none"> <li>• Two (2) years experience = 10 points</li> <li>• Less than One year = 5 points</li> </ul> <p>(Note: All names and Titles must be clearly indicated as mentioned above)</p>	<b>40Points</b>
<b>4. Technical Approach and Methodology</b>	
<b>4.1 Submission of Project specific Method Statement</b>	
<p><b>Demonstrate understanding of the proposed project.</b>  <b>Provide a detailed project execution plan and construction methodology including summary of major milestone deliverables, proposed construction plan with timeframes as well as a mentioned of access to pavilion roof.</b></p> <p><b>The bidders must indicate the following in the methodology and project delivery approach:</b></p> <ol style="list-style-type: none"> <li><u>Project Scope and Objectives:</u> In relation to management of project deliverables, timelines, and cost.</li> <li><u>Project Planning:</u> Develop a detailed project plan that includes tasks, milestones, and timelines. The plan should outline the sequence of activities, resource allocation, long lead items and dependencies between tasks.</li> <li><u>Stakeholder Identification and Engagement:</u> Identify all the stakeholders involved in the project and develop a plan to effectively engage and communicate with each stakeholder throughout the project.</li> <li><u>Construction Execution:</u> Implement the construction activities according to the project plan. This should include mobilizing resources, managing subcontractors, monitoring progress, and ensuring quality control.</li> <li><u>Quality Assurance and Control:</u> Establish quality assurance processes to ensure that the construction work meets the required standards and specifications.</li> <li><u>Project Supervision and reporting:</u> Implement a system to monitor project progress and track key performance indicators.</li> <li><u>Availability of plant:</u> Points allocated for the availability or access to the required key plant and equipment (list of equipment owned by company) for the project in consideration and usability in relation to execution of project</li> </ol>	<b>20 Points</b>

scope. A letter of good standing (plant hire) showing the bidder has access to the required plant. <u>Time Frame: Time frames (Maximum 4 months) including Cash-flow projections</u>	
An excellent methodology demonstrates understanding, which clearly covers all the above points.= <b>20 points</b>	
An average methodology demonstrating basic understanding of project scope, which demonstrates most but not all points indicated above. The methodology and approach covering at least six (6) of the above key points.= <b>15 Points</b>	
A below-average methodology that does not demonstrate an understanding of the project scope and that does not cover many of the points classified as excellent. The methodology covers at least five (5) of the above points. = <b>10 Points</b>	
No methodology provided or a methodology demonstrating no understanding of project scope, and which does not cover many of the points classified as excellent. The methodology covering and below 4 of the above = <b>0 Points</b>	
<b>TOTAL SCORE</b>	<b>100</b>

A bidder must meet the minimum threshold of 70% of the functionality points to be considered further in the evaluation process.

# Record of Addenda to tender documents

We confirm that the following communications received from VUT before the submission of this tender offer, amending the tender documents, have been taken into account in this RFQ offer: Addenda to be attached with tender documents is **compulsory**.

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Name

Enterprise name

Date

Position

# T.2.2. A: RESOLUTION FOR SIGNATORY

<b>Project title:</b>	..... .....
<b>Bid/Tender No:</b>	.....

**A: CERTIFICATE OF AUTHORITY FOR SIGNATORY (COMPULSORY FOR COMPLETION)**

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form on the company letter head.

An example is given below:

“By resolution of the board of directors passed at a meeting held on \_\_\_\_\_

Mr/Ms\_\_\_\_\_, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for RFQ No. ....

and any Contract which may arise there from on behalf of (Block Capitals) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE:\_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

2. \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

## T2.2.G: Preference schedule: Broad Based Black Economic Empowerment Status (Certified BEE Certificate or a sworn affidavit stating the BBBEE status in case of Exempted Micro Enterprise and Qualifying Small Enterprise)

### Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that *“Every organ of state and public entity must take into account and as far as is reasonably possible apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy.”*

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

### Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

## 2 Sufficient evidence of qualification

### 2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is a:

- a) a registered auditor's certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity's last financial year or a 12-month period which overlaps with its current financial year; or a certificate issued by a verification agency and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit - B-BBEE Exempted Micro Enterprise (see [www.thedti.gov.za/gazettes/Affidavit\\_EME.pdf](http://www.thedti.gov.za/gazettes/Affidavit_EME.pdf))

### 2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

- a) an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or.
- b) a sworn affidavit – B-BBEE Qualifying Small Enterprise (see [www.thedti.gov.za/gazettes/BBEE\\_QUALIFYING\\_SMALL\\_ENTERPRISE.pdf](http://www.thedti.gov.za/gazettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf))

## 3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the preference schedule for Broad-Based Black Economic Empowerment	% Max points for preference	Actual B-BBEE preference points
Form not completed or no-complaint contributor	0	0
Level 8 contributor	10	2
Level 7 contributor	20	4
Level 6 contributor	30	6
Level 5 contributor	40	8
Level 4 contributor	50	10
Level 3 contributor	80	16
Level 2 or contributor	90	18
Level 1 contributor	100	20

## 4 Declaration



The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (*tick applicable box*)
  - ☐ Generic code of good practice
  - ☐ Other – specify .....
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature : .....

Name : .....

Duly authorised to sign on behalf of : .....

Telephone : .....

Fax: ..... Date : .....

Name of witness ..... Signature of witness .....

**Note:** 1) Failure to complete the declaration will lead to the rejection of a claim for a preference  
2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

# SBD4: Declaration of Interest

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):

.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement  
or trust.....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.7

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**  
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person  
connected to the bidder is employed: .....

Position occupied in the state institution: .....

Any other particulars:

.....  
.....

.....  
2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

.....  
.....  
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.

.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

.....  
.....  
.....

**3 Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH  
23 OF THE GENERAL CONDITONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE  
FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

# PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

## 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;



#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

#### 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = 20 (maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

#### 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

<b>Designated Group : An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....  
.....  
.....

**8.6 COMPANY CLASSIFICATION**

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

- 1. ....
- 2. ....

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

DATE: .....

ADDRESS .....

.....

.....

# **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

## **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- 1.6 A bid may be disqualified if –
  - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
  - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## **2. Definitions**

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?  
(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?  
(**Tick applicable box**)

YES		NO	
-----	--	----	--

5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....  
 (b) Practice number: .....  
 (c) Telephone and cell number: .....  
 (d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):  
 .....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
 do hereby declare, in my capacity as .....  
 of .....(name of bidder entity), the  
 following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and  
 (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# SBD8: Declaration of Bidder's Past Supply Chain Management Practices

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

## **CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST  
ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

# SBD9: Certificate of Independent Bid Determination

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;

### **SBD 9**

- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**Part C1: Agreement and Contract Data**

**C1.1      Form of Offer and Acceptance**

## 1.1: FORM OF OFFER AND ACCEPTANCE (JBCC 2000, Edition 6.2, May 2018) Clause 3.0

<b>Project title:</b>	RENOVATION OF TRANSPORT AND CONCRETE LAB AT R BLOCK
<b>Bid/Tender No:</b>	.....
<b>Campus:</b>	.....

### OFFER

The Implementing Agent, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **RENOVATION OF TRANSPORT AND CONCRETE LAB AT R BLOCK**

The Bidder/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 Bidder/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:

Rands (in words)	..... ..... ..... .....
Rand in figures	R .....

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

#### THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation:  .....  And: Whose Registration Number is:  .....  And: Whose Income Tax Reference Number is:  .....	OR	Natural Person or Partnership:  .....  Whose Identity Number(s) is/are:  .....  Whose Income Tax Reference Number is/are:  .....
--	----	--

#### AND WHO IS (if applicable):

Trading under the name and style of:

.....

#### AND WHO IS:

Represented herein, and who is duly authorised to do so, by:

**Note:**

Mr/Mrs/Ms:

**A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.**

.....  
In his/her capacity as:  
.....

**SIGNED FOR THE TENDERER:**

Name of Representative	Signature	Date

**WITNESSED BY:**

Name of Witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents..... ☐  
The official alternative..... ☐  
Own alternative (only if documentation makes provision therefore) ..... ☐

**SECURITY OFFERED:**

- a) the Tenderer accepts that in respect of contracts above R1 million, a fixed construction guarantee equal in value to 10% of the contract value (excluding VAT) will be applicable and supplied to the Employer in terms of the applicable conditions of contract. Such security shall be provided to the employer within twenty-one (21) calendar days of written acceptance of the contractor's tender. Yes ☐ No ☐

**or**

- b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

- i. payment reduction of 10% of the value certified in the payment certificate. Yes ☐ No ☐

- c) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

- i. 10% Fixed plus a payment reduction of 10% of the value certified in the payment certificate to a maximum of 10% of the Contract Value for a combined guarantee. Yes ☐ No ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....  
.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No. ....

Fax No .....

Postal address .....

Banker ..... Branch .....

Branch Code ..... Account number .....

Registration No of Bidder/Tenderer at Department of Labour .....

CIDB Registration Number: .....

## ACCEPTANCE

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

The terms of the contract, are contained in:

- Part 1 Agreement and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

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

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Bidder/Tenderer, provided that the Employer notifies the Bidder/Tenderer of the tracking number within 24 hours of such submission. Unless the Bidder/Tenderer (now Contractor) within seven working days of the date of such submission 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.

### FOR THE EMPLOYER:

Name of Signatory	Signature	Date

<b>Name of Organisation:</b>	<b>Vaal University of Technology</b>
<b>Address of Organisation</b>	VUT Main Campus Andries Potgieter Boulevard Vanderbijlpark 1911

### WITNESSED BY:

Name of Witness	Signature	Date

**SCHEDULE OF DEVIATIONS:**

1.1.1. Subject:
Detail:

  

1.1.2. Subject:
Detail:

  

1.1.3. Subject:
Detail:

  

1.1.4. Subject:
Detail:

  

1.1.5. Subject:
Detail:

  

1.1.6. Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer and the Bidder/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 Bidder/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 Bidder/Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.



# C1.2    Contract Data

## C1.2 : CONTRACT DATA :

### CONDITIONS OF CONTRACT

The Agreement is to be the **JBCC Minor Works Agreement, Edition 5.2, May 2018**, including all other JBCC support documentation that together form the contract between the Employer and the Contractor, is applicable to this Contract and is incorporated herein by reference.

Copies of these documents may be obtained from online through **cloud on demand**

### PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract Pre-Tender information are applicable to this Contract:

#### A PROJECT INFORMATION

##### A 1.0 Works [1.1]

Project Name	RENOVATION OF TRANSPORT AND CONCRETE LAB AT R BLOCK
RFQ Number	QR16/2025
Works Description	Refer to Part C.3.1 - Scope of Works

##### A 2.0 Site [1.1]

Township / Suburb	Vanderbijlpark
Site Addresses	VUT Main Campus Andries Potgieter Boulevard Vanderbijlpark 1911 Refer to Part C4 – Site Information
Local Authority	Emfuleni Local Municipality

##### A 3.0 Employer [1.1]

Name	Vaal University of Technology		
Legal Entity of Above	Vaal University of Technology		
Country	Republic of South Africa		
Contact Person	Lucky Thulare		
Telephone Number	.....		
Email	<a href="mailto:luckyt@vut.ac.za">luckyt@vut.ac.za</a>		
Postal Address		Code	
Physical Address		Code	

**A 4.0 Principal Agent [1.1;5.1]**

Name			
Legal Entity of Above			
Country			
Contact Person			
Telephone Number			
Email			
Postal Address		Code	
Physical Address		Code	

**A 5.0 Agent [1.1; 5.2]**

Discipline			
Name			
Legal Entity of Above			
Country	Republic of South Africa		
Contact Person			
Telephone Number	016- 932 3121		
Email			
Postal Address		Code	
Physical Address		Code	

**6.0 Agent [1.1; 5.2]**

Discipline			
Name			
Legal Entity of Above			
Country			
Contact Person			
Telephone Number			
Email			
Postal Address		Code	
Physical Address		Code	

**A 7.0 Agent [1.1; 5.2]**

Discipline			
Name			
Legal Entity of Above			
Country			
Contact Person			
Telephone Number			
Email			
Postal Address		Code	

**8.0 Agent [1.1; 5.2]**

Discipline			
Name			
Legal Entity of Above			
Country			
Contact Person			
Telephone Number			
Email			
Postal Address		Code	
Physical Address		Code	

**A 9.0 Agent [1.1; 6.2]**

Discipline			
Name			
Legal Entity of Above			
Country			
Contact Person			
Telephone Number			
Email			
Postal Address		Code	

Physical Address		Code	
------------------	--	------	--

## **B CONTRACT INFORMATION**

### **B 1.0 Definitions [1.1]**

Bills of Quantities: System/ Method of measurement	Standard System of Measuring Building Works – 7th Edition 2015 SANS 1200
--	---

### **B 2.0 Law, Regulations and Notices [2.0]**

Law applicable to the works, state country [2.1]	Republic of South Africa
--	--------------------------

### **B 3.0 Offer and Acceptance [3.0]**

Currency applicable to this agreement [3.2]	South African Rand (R)
---	------------------------

### **B 4.0 Documents [4.0]**

The original signed agreement is to be held by the principal agent [4.2], if not, indicate by whom	Vaal University of Technology
Number of copies of contract information issued to the contractor at no cost [4.5]	2

Documents comprising the agreement	Page numbers
The JBCC Minor Works Agreement, Edition 5.2 May 2018	1 to 19
The JBCC Minor Works Agreement – Contract Data, Edition 5.2 May 2018	1 to 11
The JBCC General Preliminaries for use with the JBCC Minor Works, Edition 5.2 May 2018	1 to 7
The Priced Bill of Quantities	1 to ...

Contract drawings – description	Number	Revision	Date
Refer to Annexure A for Tender Drawings & Specifications	-	-	-

### **B 5.0 Employer's Agents [5.0]**

Authority is delegate to the following agents to issue contract instructions and perform duties for specific aspects of the works [5.2]
To be further advise at the site handover and contract collation.

Principal agent's and agent's interest or involvement in the works other than a professional interest [5.3]
None

## B 6.0 Insurances [8.0]

Insurances by employer			Amount including tax	Deductible amount including tax
Contract works insurance:				
	New works [8.2.1] (contract sum or amount)		N/A	-
Or	Works with practical completion in sections [10.2] (contract sum or amount)		N/A	-
Or	Works with alterations and additions [8.2.1] (reinstatement value of existing structures with or including new works)		N/A	-
	Direct contractors [13.0] where applicable, to be included in the contract works insurance		N/A	-
	Free issue [10.1.12] where applicable included in the contract works insurance		N/A	-
	Escalation, professional fees and reinstatement costs if not included above		N/A	-
Total of the above contract works insurance amount			N/A	-
Supplementary insurance [10.1.2; 10.2]			N/A	-
Public liability insurance [10.1.3; 10.2]			N/A	-
Removal of lateral support insurance [10.1.4; 10.2]			N/A	-
Other insurances [10.1.5]			N/A	-
Yes/ no?		If yes, description 1	N/A	-
Yes/ no?		If yes, description 2	N/A	-

**B 7.0 Obligations of the employer [10.1]**

Existing premises will be in use and occupied [10.1.32]		Yes/ no?	Yes
If yes, description	The other buildings and parking facilities will be fully operational during the construction period, the contractor shall provide adequate protection for public safety, in the form of safety signage, barricading, overhead gantries, etc. during the execution of the works.		
Restriction of working hours [10.1.3]		Yes/ no?	Yes
If yes, description	Work to strictly commence Monday – Friday 6am to 6pm. Weekend and After-Hours work through Application to the Employer.		
Natural feature and known services to be preserved by the contractor [10.1.4]		Yes/ no?	Yes
If yes, description	To be indicated at compulsory briefing and at site handover		
Restrictions to the site or areas that the contractor may not occupy [10.1.5]		Yes/ no?	Yes
If yes, description	To be indicated at compulsory briefing and at site handover		
Supply for free issue [10.1.12]		Yes/ no?	Yes
If yes, description	To be indicated at compulsory briefing.		

**B 8.0 Direct Contractors [13.0]**

Extent of work [10.1.13]	To be advised
Extent of work [10.1.13]	To be advised
Extent of work [10.1.13]	To be advised
Extent of work [10.1.13]	To be advised

**B 9.0 Possession of site [10.1.6], practical completion [15.0; 17.0] and penalties [18.0]**

Practical completion for the works as a whole	Intended date of possession of the site [10.1.6]	Period for inspection by the principal agent [15.3]	Date for practical completion [15.1.1]	Penalty [18.1]
	Date	Working days	Date	Penalty amount per calendar day
	28 (Twenty-Eight) calendar days from acceptance of tender and compliance therewith	5 working days	4 Months from date of site handover	R5 000 (Vat Exclusive)

**B 10.0 Payment [19.0]**

Date of month for issue of regular payment certificates [25.2]	<p>All payments to successful bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:</p> <ul style="list-style-type: none"> <li>• An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)</li> <li>• An original cancelled cheque (if applicable)</li> </ul>
Payments to the Contractor:	The period within which payments are made is within 30 Calendar days after the receipt of the agreed Invoice/Claim by the Employer

**B 11.0 Dispute Resolution [22.0]**

Adjudication [22.5.1] Name of nominating body	As appointment by the Chairman of the Association of Arbitrators South Africa
Applicable rule for adjudication [22.5.2]	JBCC Adjudication Rules (published: January 2020)
Arbitration [22.6.4] Name of nominating body	As appointment by the Chairman of the Association of Arbitrators South Africa
Applicable rule for arbitration [22.6.5]	As determined by the appointed Arbitrator

**B 12.0 JBCC General Preliminaries – selections**

Provisional bills of quantities [P2.2]	Yes/ no?	Yes
Availability of construction information [P2.3]	Yes/ no?	Yes
Previous work – dimension accuracy – details of previous contract(s) [P3.1]	<p>The nature of the Work is a completion contract. The cost borne from this requirement shall be included in the contractor's tender price and no additional costs shall be considered for same.</p>	
Previous work – defects – details of previous contract(s) [P3.2]	<p>The nature of the Work is a completion contract. The cost borne from this requirement shall be included in the contractor's tender price and no additional costs shall be considered for same.</p>	
Inspection of adjoining properties – details [P3.3]	<p>The Contractor is to inspect all adjoining structures and document all defects in a form of report prior to commencement of the works.</p>	
Handover of site in stages – specific requirements [P4.1]	No	



Enclosure of the works – specific requirements [P4.2]		As prescribed in the General Preliminaries	
Geotechnical and other investigations – specific requirements [P4.3]		Available upon request	
Existing premises occupied – details [P4.5]		Refer to Hoarding Layout	
Services – known – specific requirements [P4.6]		All Existing services and protection requirements shall be identified at site handover	
Water [P8.1]	By contractor	Yes/ no?	No
	By employer	Yes/ no?	No
	By employer – metered	Yes/ no?	Yes
Electricity [P8.2]	By contractor	Yes/ no?	No
	By employer	Yes/ no?	No
	By employer – metered	Yes/ no?	Yes
Ablution and welfare [P8.3]	By contractor	Yes/ no?	Yes
	By employer	Yes/ no?	No
Communication facilities – specific requirements [P8.4]		Email, Telephone, etc.	
Protection of the works – specific requirements [P11.1]		The Contractor is to protect the works undertaken by others from damage during the execution of the contract. The cost of rectification as a result of any damages, should they occur, shall be for the contractor's account.	
Protection/ isolation of existing works and works occupied in sections – specific requirements [P11.2]		If Applicable the Contractor maybe required to provide hoarding to areas of works, in accordance with the Principal Agent's instructions.	
Disturbance – specific requirements [P11.5]		As prescribed in the General Preliminaries	
Environmental disturbance – specific requirements [P11.6]		N/A	

### B 13.0 Changes made to JBCC Documentation

Reference may be made to other documents forming part of this agreement
JBCC Minor Works Agreement:
Clause 1.1 “Working Days” has been amended as follows: Monday to Friday is to be normal working days

Clause 2.0 has been amended to include the following new sub-clauses:

2.5. The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:

- (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.
- (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.

The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.

- (iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.
- (v) The Contractor shall be obliged to report forthwith to the Employer and Engineer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation, complaint or criminal charge.

2.6. The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:

- (i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2014 and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works.
- (ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."

Clause 8 has been amended has been amended to modify the existing sub-clauses and to include the following new sub-clauses:

Clause 8.2 - Notwithstanding the provisions of the JBCC Minor Works Agreement (Edition 5.2 May 2018) and without limiting the obligations liabilities or responsibilities of the

<p>Contractor in any way whatsoever including but not limited to the provision by the Contractor of any insurances, the Contractor will effect and maintain for the duration of the Contract until the date of the Certificate of Completion –</p> <p>(i) Contract Works Insurance;</p> <p>(ii) Public Liability Insurance;</p> <p>(iii) A Coupon for Special Risk Insurance (SASRIA) issued by the South African Special Risk Insurance Association;</p> <p>in the name of the Contractor (including all Sub-Contractors) and the client's insurable interest must be noted in the policy.</p> <p>A copy of the Contract Works Insurance, Public Liability Insurance policies and Special Risk Insurance as arranged by the Contractor, must be submitted to Employer. The Insurances will be maintained from the Commencement Date to the date of the Certificate of Completion.</p> <p>The Contractor shall effect and pay for any lateral support insurance, which may deemed necessary.</p> <p>The Contractor shall effect and pay for any supplementary insurance, which in its own interest it may deem necessary.</p> <p>The Contractor shall insure that all potential and appointed Sub-contractors are aware of the whole content of this clause, and enforce the compliance by Sub-contractors with this clause where applicable.</p> <p>Any clarification of the scope of cover to be provided by the Policies arranged by the Contractor or the Employer should be obtained from the Employer's Broker.</p> <p>The Contractor and its Sub-contractors are deemed to have full knowledge of the terms and conditions under which the required Insurance cover is issued. "</p> <p>The contractor shall be requested to submit Letter of Good Standing as issued by the department of labour prior commencement of the works.</p>
<p>Clause 8.4 - The Director of Legal Services (Ms. Ronelle Prinsloo) – will verify the Contractors All Risks insurance cover and issue a letter of confirmation that adequate cover is in place or not.</p>
<p>Clause 9.0 has been amended to modify the existing sub-clauses and to include the following new sub-clauses:</p>
<p>Sub-clause 9.1.1 - Not Applicable.</p>
<p>Sub- clause 9.2 – The Contractor must waive, in favour of the employer, any lien or right of retention that is or may be held in respect of all the works to be executed on site.</p>
<p>Sub-clause 9.3.1 - Not Applicable.</p>
<p>Sub-clause 11.2.4 - Office accommodation - The contractor shall provide, maintain and remove on practical completion air-conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times . The contractor's site camp shall be equipped with Wi-Fi internet connection which shall be utilised by the contractor's staff, the client and members of professional team.</p>
<p>Clause 19.0 has been amended to include the following new sub-clauses:</p>

Sub-clause 11.1.2 - The contractor shall within five (5) calendar days of receipt of the list for practical completion issue a program indicating dates for completion for all listed items.
Sub-clause 15.3.2 - Notwithstanding [15.3], where the contractor fails to rectify/attend to outstanding works or defects on the list for completion, list for final completion or latent defects that appear before the issue of certificate of final completion and where the contractor remains in default, the Employer may engage others to carry out said outstanding works or defects and recover expense and/or loss incurred.
Clause 17.0 has been amended to include the following new sub-clauses:
Sub-clause 17.0 - Notwithstanding, sub-clause(s) 17.1 to 17.6 a revision to the practical completion date will only be considered for work on the critical path of the contractual programme or the revised contractual programme, as applicable. Any revised programme, in order to be considered as a contractual programme, must be approved by the Principal Agent in writing, prior to it becoming effective.
<p>Sub-clause 19.0 has been amended to include the following: The contractor shall submit the following information on a monthly basis to the Principal Agent and Quantity Surveyor in order to assist with the processing of the payment certificate and the preparation of the empowerment report:</p> <ol style="list-style-type: none"> <li>1. A detailed breakdown of the work done. (The work breakdown must be referenced strictly in accordance with the Tender Document or the detailed Priced Bills of Quantities, as applicable);</li> <li>2. A detailed breakdown of all variation order costs claimed (With specific reference to work done by the Principal Building Contractor) in the certificate concerned, together with copies of the relevant contract instructions;</li> <li>3. A detailed breakdown of the work done by each sub-contractor. (The work breakdown must be referenced strictly in accordance with the Tender Document or the detailed Priced Bills of Quantities, as applicable.);</li> <li>4. A detailed breakdown of all variation order costs claimed in the certificate concerned for sub-contract work, together with copies of the relevant contract instructions;</li> <li>5. A written declaration authenticated by the contracts manager confirming, that the payment claims for work done by sub-contractors has been audited and amended by the contractor's quantity surveyor, prior to it being forwarded to the Principal Agent and Quantity Surveyor for evaluation;</li> <li>6. Tax invoice: the contractor shall attach a tax invoice as prescribed in the value added tax legislation to each payment certificate when presenting the certificate to the employer for payment. Such tax invoices shall correctly reflect the prescribed information and the amounts shall match precisely the amounts included in the payment certificate. Should the contractor fail to comply with these requirements, the date of presentation of the certificate shall be deemed to be delayed at the contractor's default until such time as the requirements are met.</li> </ol> <p>Should anyone or any combination of the above requirements not be complied with, the principal agent reserves the right to exclude any amounts that may have been due for certification from the payment certificate concerned and/ or delay the issue of payment certificates and/ or, revise the contractual payment date, as applicable, until such time compliance is achieved.</p>

<p>Sub-clause 19.4 has been amended to include the following: Where the Employer agrees to pay for materials on/off site, the contractor shall be required to provide the Principal Agent with the necessary forms for cession of ownership for such materials, with the necessary delivery notes and invoices (where applicable).</p>
<p>Sub-clause 20.0 – Contract Price Adjustment for escalation is Not Applicable to this contract. The tendered price is to remain fixed for the duration of the contract and any extensions thereof.</p>
<p>Sub-clause 19.9 has been amended as follows: Replace the words “fourteen (14) calendar days” with “forty (30) calendar days”.</p>
<p>JBCC General Preliminaries:</p>
<p>Sub-clause 2.1 refers – the following is to be added after the words “written directive”: The items in these Bills of Quantities are to be read and priced in conjunction with, and the descriptions regarded as amplified by the General Preambles for Trades 2017 as recommended and published by the Association of South African Quantity Surveyors, 2017 edition, and no claim arising from brevity of description of items fully described in the said General Preambles for Trades 2017 and Supplementary documentation will be entertained. Notwithstanding the issue of the tender drawings, it will remain the responsibility of the Tenderer to study all available drawings at the offices of the Principal Agent during normal working hours in order to acquaint himself with all the cost implications of the design, programming, phasing, etc.</p>
<p>Sub-clause 5.4 - Daily records - The contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site. At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day. At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.</p>
<p>Sub-clause 6.2 has been amended to include the following: The contractor shall provide a mock-up of all finished surfaces prior to commencement of the relevant work. The contractor shall only be permitted to commence with the relevant scope of work, on approval of the mock-up by the Principal Agent or its designated representative.</p>
<p>Sub-clause 6.3 refers – the following is to be added after the words ‘and/or approval’: Shop drawings shall be submitted to the principal agents for approval at least ten (10) working days weeks prior to the date on which such approval is required in order to comply with the programme. All submissions shall be prepared in accordance with the contract drawings and specifications and/or any Principal Agents instructions and any deviation shall be specifically highlighted in writing, with a detailed explanation of the reason for such deviation, together with any cost and/or time implications. Delays in approval of shop drawings due to non-compliance with drawings, specifications and/or Principal Agent’s instruction shall not constitute grounds for any claims for delay, extension of time and the like. The contractor shall be responsible for ensuring that all dimensions affecting shop drawings conform to the dimensions of built work. Should the contractor, sub-contractor, supplier or manufacturer be of the opinion that corrections to shop drawings made by the Principal Agent, constitute a change to the scope of work, then he shall immediately advise the Principal Agent in writing of this, together with the cost and/or programme implications thereof, in order to obtain the Principal Agent's directive.</p>
<p>Sub-clause 6.3.1 has been amended as follows: Replace the words “two (2) copies” with “four (4) copies” under bullet point number 6.</p>
<p>Clause 9.1.1 has been amended in to include the following: If requested, the contractor shall submit a report in writing to the Principal Agent within 12 hours of such request, setting out the full details of the occurrence. The Principal Agent shall have the right to make any enquiries either on the site or elsewhere as to the cause and results of any such occurrence and the contractor shall</p>

render all reasonable assistance and make available the necessary facilities, equipment, personnel, etc., for carrying out such enquiries.

## C1.3 : CONTRACT DATA :

### C5.0 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at

on this the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

between **VUT** (hereinafter called "the **Employer**") of the one part, herein represented by

in \_\_\_\_\_ his \_\_\_\_\_ capacity as

and

\_\_\_\_\_ (hereinafter called "the **Mandatory**") of the other part, herein represented by

\_\_\_\_\_ in \_\_\_\_\_ his \_\_\_\_\_ capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz **RENOVATION OF TRANSPORT AND CONCRETE LAB AT R BLOCK**

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Principal Agent requiring him to commence the execution of the Works, to either
  - (a) the date of the Works Completion Certificate issued in terms of Clause 25 of Principal Building Agreement
  - (b) the date of termination of the Contract in terms of Clauses 29 of the Principal Building Agreement.
- 3 The Mandatory declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8 : General duties of employers to their employees;
    - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
    - (iii) Section 37 : Acts or omissions by employees or mandataries, and
    - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
  - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

- 4 In addition to the requirements of Clause 29 of the JBCC and all relevant requirements of the above-mentioned contract, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 ***The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.***
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
  - (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.
8. **The contact details of the OH&S Agent for the VUT will be advised on date of award.**

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

**SIGNED FOR AND ON BEHALF OF THE VUT:**

WITNESS 1 .....

**NAME** 1 .....  
(IN CAPITALS)

**SIGNED FOR AND ON BEHALF OF THE MANDATORY:**

WITNESS 1 ..... .

**NAME** 1 .....  
(IN CAPITALS)



**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

**An example is given below:**

"By resolution of the Board of Directors passed at a meeting held on \_\_\_\_\_  
200.....,

Mr/Ms \_\_\_\_\_ whose  
signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE  
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of  
\_\_\_\_\_

\_\_\_\_\_  
SIGNED ON BEHALF OF THE COMPANY :

\_\_\_\_\_  
IN HIS/HER CAPACITY AS :

\_\_\_\_\_  
DATE :

\_\_\_\_\_  
SIGNATURE OF SIGNATORY :

\_\_\_\_\_  
WITNESS 1 .....

\_\_\_\_\_  
NAME 1 .....  
(IN CAPITALS)

## **Part C2: PRICING DATA**

## C2.1: PRICING INSTRUCTIONS

1. The Bills of Quantities have been drawn up in accordance with the latest edition of Standard System of Measuring Building Work published and issued by the Association of South African Quantity Surveyors and, where applicable, the:
  - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SANS 1200 Standardized Specifications for Civil Engineering Works.
  - b) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July 2005).
2. The agreement is based on the JBCC Series 2000 Principal Building Agreement Edition 6.2 (March 2018), prepared by the Joint Building Contracts Committee. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
3. Preliminary and general requirements are based on JBCC Preliminaries (May 2018).
4. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
5. The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent and can be viewed at any time during office hours up until the completion of the works.
6. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
7. Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
8. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities
9. The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.
10. The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
11. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
12. The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
  - a) an amount which is not to be varied, namely Fixed (F)
  - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and

- c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).

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

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

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

#### **14. DAY LABOUR, PLANT HIRE AND HAULAGE**

Tenderers must state their rates, in the relevant section of the Bill of Quantities, for day labour, plant hire and haulage. Plant hire and Day labour rates are to be shown as hourly rates for the various categories of labour set out in the Bills of Quantities. Separate rates shall be quoted for work outside normal working hours, "normal working hours" being taken as all weekdays from 07h00 to 17h00.

No work is to be carried out as a charge to day labour, plant hire or haulage without prior written authorisation of the Principal Agent, and claims for such activities will not be paid without such authorisation.

Rates must include for the use of Contractor's small tools and equipment and must be inclusive of Contractor's overheads and profit.

## **C2.2: BILL OF QUANTITIES**

The priced Bill of Quantities (BOQ's), following hereafter will form an integral part of the "Contract" between the successful appointed Contractor and the Employer.

## **Part C3: SCOPE OF WORK**

Scope of work also included as an annexure of this bid document

## C3.1: SCOPE OF WORK

<b>Project title:</b>	
<b>RFQ No:</b>	

### 3.1 DESCRIPTION OF THE WORKS

#### Employer's objectives

The employer's objective is to undertake Renovation work at the Transport and Concrete Lab at R Block

#### Extent of the works

The project comprises of but not limited to the following works

- Alterations
- Earthworks
- Concrete, Formwork and Reinforcement
- Masonry
- Waterproofing
- Carpentry and Joinery
- Ironmongery
- Structural Steelwork
- Metalwork
- Paintwork
- Mechanical Work
- Electrical Work

The above summarised extent of works does not limit the obligation of the Contractor to ensure the successful execution of the project in all aspects.

#### TEMPORARY WORKS

The Contractor shall design and provide all temporary works necessary for execution of the Works. The Contractor shall remove the temporary works after completion of the Works after obtaining approval thereof from the Employer.

#### Drawings

Drawings and design information Applicable or Not Applicable

If Applicable: Drawings to be included in the Annexures of the RFQ document.

The drawings and design information shall be updated whenever necessary until completion of the work.

Marked up drawings of the work as completed shall be prepared by the Contractor and submitted for approval to the Engineer as part of the record documentation.

These drawings shall be prepared and provided in sufficient detail to enable the Employer to maintain, dismantle, reassemble, and adjust all parts of the work.



# **C4: SITE INFORMATION**

## **C4.1 – Site Information**

### **Location of the Works**

The site of the Works is

For Main Campus: R Block Lab  
Vaal University of Technology  
Main Campus  
Andries Potgieter Boulevard  
Vanderbijlpark