



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Contract No : DALRRD-RID-FS 004 (2021/2022)

A Tender for Category 4GB or higher CIDB Registered Contractors

APPOINTMENT OF A CONTRACTOR TO CONSTRUCT NEW HOLDING PENS AT THE THABA NCHU ABATTOIR UNDER MANGAUNG METROPOLITAN MUNICIPALITY: FREE STATE PROVINCE

VOLUME 1

Description of services, works or goods	Stipulated minimum threshold	Description of services, works or goods	Stipulated minimum threshold
Electrical Cables :		Steel Construction Materials:	
• Low Voltage	90%	• Fabricated Structural Steel	100%
• Medium and High Voltage	90%	• Roof and Cladding	100%
		• Fasteners	100%
Valves Products and Actuators :		• Wire Products	100%
• Gate Valves	70%	• Reinforcing bars	100%
• Taps, Cocks	70%		

Name of Tenderer : _____

Name of duly authorised person: _____

Address : _____

Tel. Number : _____

Cell number : _____

Fax number : _____

E-mail : _____

Receipt number : _____

ISSUED BY:

Director: Finance and Supply Chain Management
Department of Agriculture Land Reform and Rural Development
Private Bag X 4376
Bloemfontein
9300

Tel: (051) 400 4200
Fax: (051) 430 2392

PREPARED BY:

Rural Infrastructure Development
136 Charlotte Maxeke Street
Bloemfontein
9300

Tel: 071 331 6342

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Contract No: DRDLR-RID-FS004 (2021/2022)

THE TENDER

FOR THE

**APPOINTMENT OF A CONTRACTOR TO CONSTRUCT NEW HOLDING PENS AT THE
THABA NCHU ABATTOIR UNDER MANGAUNG METROPOLITAN MUNICIPALITY:
FREE STATE PROVINCE**

VOLUME 1

CLOSING DATE: 03 DECEMBER 2021

CLOSING TIME: 11h00

ISSUED BY:

**Director: Finance and Supply Chain Management
Department of Agriculture Land Reform and Rural Development
Private Bag X 4376
Bloemfontein
9300**

Tel: (051) 400 4200
Fax: (051) 430 2392

PREPARED BY:

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136 Charlotte Maxeke Street
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CHECKLIST WHEN SUBMITTING BID PROPOSAL/DOCUMENT

TENDER NO: DALRRD-RID-FS 004 (2021/2022)

APPOINTMENT OF A CONTRACTOR TO CONSTRUCT NEW HOLDING PENS AT THE THABA NCHU ABATTOIR UNDER MANGAUNG METROPOLITAN MUNICIPALITY: FREE STATE PROVINCE

A TENDER FOR CATEGORY 4GB OR HIGHER REGISTERED CONTRACTORS ENSURE THAT PRIOR TO SUBMITTING THE TENDER TO THE DEPARTMENT THE FOLLOWING INFORMATION IS COMPLETED AND ATTACHED

Please indicate YES or NO ✓ Place a Tick in the appropriate column	YES	NO
Indicate / Attach CRS printout from CIDB (in case of JV, ENSURE THAT THE LEAD PARTNER'S AS WELL AS JV PARTNERS CRS NUMBERS ARE INDICATED ON THE FORM (printouts may be submitted as well))		
Signed Letter of authority on Company Letterhead is attached		
CSD Supplier Number and Tax compliance PIN numbers in case of Bidder only / Consortia / JV: Did bidder submit CSD Supplier Number and Tax compliance PIN numbers of the Bidder / Consortia / JV Partners? OR A valid Tax Clearance Certificate : In the case of Bidder/ Consortia/JV: Did bidder submit a valid tax clearance certificate		
B-BBEE Certificate IN Cases of Joint Ventures submit CONSOLIDATED CERTIFICATE		
B-BBEE Certificate: In the case of Bidder/ Consortia/JV:		
CSD Supplier Number and Tax compliance PIN numbers if Bidder is Sub-Contracting: Did bidder submit CSD Supplier Number and Tax compliance PIN numbers for the subcontracting companies? OR A valid Tax Clearance Certificate : If Bidder is Sub-Contracting Did bidder submit a valid tax clearance certificate for the subcontracting companies		
Submit B-BBEE Certificate for Sub-contracting companies/Certified Copy/Original OR Sworn Affidavit		
Attendance of a compulsory meeting		
Did you Tamper with the document		
Used correction fluid		
Are mistakes made on the prices/form of offer inclusive of vat crossed out in ink and altered on each and every price		
Is the form of offer fully completed and signed by the authorized signatory		
Local content (SBD 6.2) form is completed and all annexures are completed (if applicable)		
Are all addenda issued completed and returned (if applicable)		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DOCUMENT LAYOUT

SECTION	HEADING	COLOUR
VOLUME 1		
PART 1: THE TENDER		
PART T1	TENDERING PROCEDURES SECTION T1.1: TENDER NOTICE AND INVITATION TO TENDER SECTION T1.2: TENDER DATA	WHITE PINK
PART T2	RETURNABLE DOCUMENTS SECTION T2.1: LIST OF RETURNABLE DOCUMENTS SECTION T2.2: RETURNABLE SCHEDULES	YELLOW YELLOW
PART 2: THE CONTRACT		
PART C1:	AGREEMENT AND CONTRACT DATA SECTION C1.1: FORM OF OFFER AND ACCEPTANCE SECTION C1.2: CONTRACT DATA SECTION C1.3: CONSTRUCTION GUARANTEE (PRO-FORMA) SECTION C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT BETWEEN EMPLOYER AND CONTRACTOR	YELLOW YELLOW WHITE WHITE
PART C2:	PRICING DATA SECTION C2.1: PRICING INSTRUCTIONS SECTION C2.2: BILLS OF QUANTITIES	YELLOW YELLOW
VOLUME 2		
PART C3:	SCOPE OF WORKS SECTION C3.1: DESCRIPTION OF WORKS SECTION C3.2: LABOUR INTENSIVE CONSTRUCTION SECTION C3.3: CONSTRUCTION AND MANAGEMENT REQUIREMENTS SECTION C3.4: SITE FACILITIES SECTION C3.5: OCCUPATIONAL HEALTH AND SAFETY SECTION C3.6: GENERAL SECTION C3.7: CONTRACTOR'S ESTABLISHMENT ON SITE	BLUE BLUE BLUE BLUE BLUE BLUE BLUE BLUE
PART C4:	SITE INFORMATION SECTION C4.1: SITE INFORMATION	WHITE
PART C5:	ANNEXURES SECTION C4.1: PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION SECTION C4.2: CONTRACT DRAWINGS	WHITE WHITE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THE TENDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T1: TENDERING PROCEDURES

For a proposed contract between **Department of Agriculture Land Reform and Rural Development (the Employer)**

and

(the Contractor)

for **APPOINTMENT OF A CONTRACTOR TO CONSTRUCT NEW HOLDING PENS AT THE THABA NCHU ABATTOIR UNDER MANGAUNG METROPOLITAN MUNICIPALITY: FREE STATE PROVINCE**

Documentation prepared by:

**DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT (RID-FS).
RURAL INFRASTRUCTURE DEVELOPMENT**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T1.1: TENDER NOTICE AND INVITATION TO TENDER

FOR:

APPOINTMENT OF A CONTRACTOR TO CONSTRUCT NEW HOLDING PENS AT THE THABA NCHU ABATTOIR UNDER MANGAUNG METROPOLITAN MUNICIPALITY: FREE STATE PROVINCE

**CONTRACT/TENDER NO.: DALRRD-RID-FS 004 (2021/2022)
INVITATION AND SCOPE OF WORK:**

The proposed works consist, in general terms,

APPOINTMENT OF A CONTRACTOR TO CONSTRUCT NEW HOLDING PENS AT THE THABA NCHU ABATTOIR UNDER MANGAUNG METROPOLITAN MUNICIPALITY: FREE STATE PROVINCE

CONDITIONS:

Bidders shall be registered with the Construction Industry Development Board (CIDB) and should have a minimum CIDB Contractor grading of **4GB** or higher.

Preferential Procurement Policy Framework Act (PPPFA), Act no. 5 of 2000 and its associated Regulations Of 2017. The **80/20** Preference Point system will be applied where a maximum of Eighty (80) tender adjudication points will be awarded for price and Twenty (20) points will be awarded for preference.

The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>	<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Electrical Cables :		Steel Construction Materials:	
• Low Voltage	90%	• Fabricated Structural Steel	100%
• Medium and High Voltage	90%	• Roof and Cladding	100%
		• Fasteners	100%
Valves Products and Actuators :		• Wire Products	100%
• Gate Valves	70%	• Reinforcing bars	100%
• Taps, Cocks	70%		

Bid documents shall be made available on the **12TH NOVEMBER 2021** from one of the offices listed below during the following hours: Monday to Friday 08h30 to 12h45 and 13h30 to 16h00. No documents will be available or issued at the Briefing Session and should, therefore, be collected timeously beforehand.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Department of Rural Development and Land Reform:

Mr. T Makitle/ Mr T Khateane
136 Charlotte Maxeke Street
SA Eagle Building
Bloemfontein
9300

Tel: (051) 400 4200

A non-refundable bid fee of R 200 00 (Three hundred rand) per set of documents, is payable by cash only. A **Compulsory Tender Briefing/ Site Inspection meeting** will be conducted at 11h00 on **19 November 2021**. Thaba Nchu Abattoir in Thaba Nchu, off Jan Van Riebeeck Street.

.....
GPS Coordinates: 29°13'21.8"S 26°51'15.0"E

Closing date and time for the receipt of completed bid documents are **03 December 2021 at 11h00**.

Tenders must remain valid for a period of **90 Calendar Days** and **120 Calendar Days** for tenders closing in October, November and December; after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Department.

The original and completed bid document shall be placed in a sealed envelope clearly marked:

APPOINTMENT OF A CONTRACTOR TO CONSTRUCT NEW HOLDING PENS AT THE THABA NCHU ABATTOIR UNDER MANGAUNG METROPOLITAN MUNICIPALITY: FREE STATE PROVINCE

SUBMITTING OF TENDERS – PLEASE NOTE: Tenders can only be submitted in the Tender Box in BLOEMFONTEIN.

Tenders will be received on the closing date and time shown above. All tenders must be enclosed in sealed envelopes bearing the applicable tender heading and contract number, as well as the closing time and due date, and must be addressed to the **CHIEF DIRECTOR: SUPPLY CHAIN AND FACILITY MANAGEMENT SERVICES, DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT**, and must be submitted in the tender box situated at:

Department of Agriculture Land Reform and Rural Development
136 Charlotte Maxeke Street
SA Eagle Building
Bloemfontein
9300

No telephonic or any other form of communication relating to this bid will be permitted with any other staff by bidders other than with the named individuals stated below.

All enquiries regarding this bid must be directed to:

ENQUIRIES – TECHNICAL RELATED:

Ilifa Africa Consortium
Jaco van Wyk
35A Piet Retief street
Harrismith
9880
Tel: (058) 622 1211
Fax: (058) 623 0827
Cell: 083 976 6581
E-mail: jaco.v@ilifa.biz

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

OR

Mrs Sibongile Mankahla
051 400 4200
Cell: 071 331 6342
sibongile.mankahla@dalrrd.gov.za

ENQUIRIES – SUPPLY CHAIN MANAGEMENT RELATED:

Mr Teboho Makitle
Tel: 051 400 4200
E-mail: teboho.makitle@dalrrd.gov.za

OR

Mr Theotse Khateane
Tel: 051 400 4200
E-mail: theotse.khateane@dalrrd.gov.za

Bids will be opened in public. No late submissions will be considered. Telegraphic, telexed, facsimiled or e-mail submissions will not be accepted. Failure to meet the **mandatory requirements** required in this Bid will result in the submissions being deemed null and void and shall be considered non-responsive.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BID BOX INFORMATION

TENDER NO.: DALRRD-RID-FS 004 (2021/2022)

CLOSING DATE: 03 December 2021 at 11h00

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA
(DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT)

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE
ACCEPTED FOR CONSIDERATION.

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE

Bid documents **must** be deposited in the box
which is identified as the bid box of the:

Department of Agriculture Land Reform and Rural Development

136 CHARLOTTE MAXEKE STREET
SA EAGLE BUILDING
BLOEMFONTEIN
9300

THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND
REFORM IS OPEN 24 HOURS A DAY, 7 DAYS A WEEK. THE BID BOX WILL BE CLOSED ON THE
CLOSING TIME OF BIDS WHICH IS 11H00.

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE

***Note:** Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be constructed
to have the same meaning as the words "Tender" or "Tenderer"

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T1.2: TENDER DATA

SECTION T1.2.1: CONDITIONS OF TENDER

This edition incorporates the amendments made in Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and erratum notices issued thereafter.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

SECTION T1.2.2: TENDER DATA

The clause numbers in the Tender Data refer to the corresponding clause numbers in the Conditions of Tender.

The additional Conditions of Tender are:

Item	Data
F.1	GENERAL ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER
F.1.1	<p>Actions</p> <p>The Employer is the “Department of Rural Development and Land Reform”. The term “bid” in the context of this standard is synonymous with term “tender”.</p>
F.1.2	<p>Tender Documents</p> <p>This document; Volumes 1 in which are bound the Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Data, the Scope of Works, Site Information, Specifications and Drawings. <u>The full contents of Volume 1, duly completed shall be submitted as tender.</u></p>
F.1.3	<p>Interpretation</p> <p>Add the following new clause: “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.</p>
F.1.4	<p>Communication and Employer’s Agent:</p> <p>The Employer’s Agent is:</p> <p>Rural Infrastructure Development Contact : Sibongile Mankahla Address : 136 Charlotte Maxeke Bloemfontein 9300 Tel No. : (051) 400 4200 E-mail : sibongile.mankahla@dalrrd.gov.za Cell : 0713316342</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.1	Eligibility:	<p>Only those Tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4GB or Higher Class of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that they comply with all three of the following conditions:</p> <ol style="list-style-type: none"> 1. Every member of a joint venture is registered with the CIDB. 2. The lead partner has a contractor grading designation of not lower than one level below the required grading designation of 4GB of construction work. 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation determined in accordance with the sum tendered for a 4GB class of construction work, is eligible to submit tenders.
F.2.2	Cost of Tendering:	<p>Add the following to the clause:</p> <p>"Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer's Agent."</p>
F.2.5	Reference documents:	<p>The document "JBCC Principal Building Agreement EDITION 6.1 – March 2014".</p> <p>Tenderers, Contractors and Sub-contractors shall obtain their own copies of this document for tendering purposes and for use for the duration of the Contract. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011-315 4140), the Master Builders Association (011-205 9000), the South African Association of Consulting Engineers (011-463 2022) or the South African Institute of Architects (011-486 0684).</p>
F.2.7	Clarification meeting:	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list and paid for Bid Documents</p>
F.2.8	Seek clarification:	<p>"Request clarification of the tender documents, if necessary, by notifying the Employer's Official or the Employer's Agent indicated in the Tender Notice and Invitation to Tender in writing at least 7 (seven) calendar days before the closing time stated in the foregoing notice and clause 2.15."</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.9	Insurance:	<p>Add the following to the clause:</p> <p>"Accept that the submission of a Tender shall be construed as an acknowledgement by the Employer that he/she is satisfied with the insurance cover that the Contractor will have to effect Contract Works Insurance to be limited to the the Tender amount including VAT plus 20%, and Public Liability to be limited to R 7 000 000 under the contract. The contractor must ensure that any damage to the existing building (e.g. structural) be included in his Public Liability insurance.</p> <p>The Employer will not provide for any insurance as it will be provided for by the Contractor.</p>
F.2.11	Alterations to documents:	<p>Add the following to the clause:</p> <p>"In the event of mistakes having been made on the form of offer inclusive of VAT it must be crossed out in ink at each and every price alteration on the form of offer and be accompanied by an initial.</p> <p>Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product.If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid must be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the Tender as a whole will not be considered.</p> <p>Tampering with or taking apart the bound document is strictly prohibited. All additional documentation must be stapled into the tender document or attached in a separate file."</p> <p>The Department will reject the bid if the above conditions are not adhered to.</p>
F.2.13	Submitting a tender offer	
	F.2.13.1	Each Tenderer is required to return the complete set of documents contained in tender document and as listed in the Tender Data with all the required information supplied and completed in all respects.
	F.2.13.2	Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink.Failure to adhere to this the bid will be disqualified.
	F.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.13.4		<p>Add the following to the clause: "Only duly authorised signatories must sign the original and all copies of the tender offer where required in terms of 2.13.3.</p> <p>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated on the company letter head.</p> <p>In case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors 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 CLOSED CORPORATION submitting a tender, include a copy of a resolution by its members 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 PARTNERSHIP submitting a tender, all the partners 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 proof of such an authorisation shall be included in the Tender.</p> <p>In the case of a JOINT VENTURE submitting a tender, must include a resolution of each company of the Joint Venture signed by all the members/ directors of the Joint Venture authorising a member or an official of the Joint Venture to sign the documents on behalf of the Joint Venture OR a resolution bearing the letter heads of each company of the Joint Venture and signed by all the members/ directors of the Joint Venture authorizing a member or an official of the Joint Venture to sign the documents on behalf of the Joint Venture shall be included in the tender.</p> <p>The signature of the authorized person should also appear on the Authority of Signatory(s) or resolution letter(s).</p> <p>Accept that failure to submit proof of Authorisation to sign the tender shall result in a Tender Offer being regarded as non-responsive</p>
F.2.13.5		<p>The Employer's address for delivery of tender offers:</p> <p>Department of Agriculture Land Reform and Rural Development</p> <p>Provincial Shared Service Centre Ground Floor 136 Charlotte Maxeke Street Department of Rural Development Bloemfontein 9300</p>
F.2.13.6		A two-envelope procedure will NOT be followed.
F.2.13.9		Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.14	Information and Data to be completed in all respects:	<p>Add the following to the clause: "Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer's past performance in executing for similar works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Principal Agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Section T2.2.</p> <p>Accept 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.</p>
F.2.15	Closing time:	The closing date and time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	Tender offer validity:	<p>The tender offer validity period is <u>90</u> calendar days. For tenders closing in October, November and December the tender validity period is <u>120</u> calendar days.</p> <p>Add the following to the clause:</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>
F.2.17	Clarification of tender offer after submission	The Tenderer shall provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of arithmetical errors by the adjustment of certain rates or items prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
F.2.18	Provide other material	The Tenderer shall provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
F.2.19	Inspections, tests and analysis:	The Tenderer must provide access during working hours to his premises for inspections on request.
F.2.20	Submit securities, bonds and policies:	If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2 TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER		
F.2.23	Certificates:	<p>The following certificates/ information may be provided with the tender offer:</p> <ul style="list-style-type: none"> a) Copy of Certificate of Incorporation (if tenderer is a Company), e.g. CM1, CM29, or CM44 b) Copy of Founding Statement (if tenderer is a Closed Corporation), e.g. CK1, or CK2 c) Copy of Partnership Agreement (if tenderer is a Partnership) d) Copy of Identity Document (if tenderer is a One-man concern) e) Copy of Deed of Trust (If a trust is involved). <p>In cases where the tenderer has failed to submit any of the documents above with the tender, the Department reserves the right to, at any time after the closure of the tender, but before the award of the tender, request the tenderer to provide the outstanding documents within 5 (five) calendar days from the date of notification.</p>
ADD THE FOLLOWING NEW CLAUSES:		
F2.24	Canvassing and obtaining of additional information by tenderers:	<p>Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his tender, after the opening of the tenders, but prior to the Employer arriving at a decision thereon.</p> <p>No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."</p>
F2.26	Awards to close family members of persons in the service of the state	<p>In order to adjudicate fairness or eligibility, the questionnaire for the declaration of interests in the tender of persons in service of state in Section T2.2.5 – Form E must be completed."</p>

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.28	TAX COMPLIANCE	<p>Bidders must ensure compliance with their tax obligations.</p> <p>Bidders are required to submit their unique personal identification number (PIN) issued by sars to enable the organ of state to view the taxpayer's profile and tax status.</p> <p>Application for tax compliance status (TCS) or pin may also be made via e-filing. in order to use this provision, taxpayers will need to register with sars as e-filers through the website www.sars.gov.za.</p> <p>Bidders may also submit a printed TCS together with the bid.</p> <p>In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate proof of TCS / PIN / CSD number.</p> <p>Where no TCS is available but the bidder is registered on the central supplier database (CSD), a csd number must be provided.</p>
F.2.29	CSD –National Treasury Central Supplier Database (CSD) Registration	<p>Bidders must register on the central supplier database (CSD) to upload mandatory information namely: (business registration/ directorship/ membership/identity numbers; tax compliance status; and banking information for verification purposes). B-BBEE certificate or sworn affidavit for B-BBEE must be submitted to bidding institution.</p> <p>Where a bidder is not registered on the CSD, mandatory information namely: (business registration/ directorship/ membership/identity numbers; Tax compliance status may not be submitted with the bid documentation. B-BBEE certificate or sworn affidavit for B-BBEE must be submitted to bidding institution.</p>
F.2.30	Local Labour	<p>It is a requirement of this contract that work be executed in such a manner so as to maximise the use of local labour intensive construction methods ."</p>
F.3	THE EMPLOYER'S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.3.1	Respond to requests from the Tenderer:	<p>Replace the contents of the clause with the following:</p> <p>"Respond to a request for clarification received up to seven (5) calendar days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents"</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.2	Issue Addenda:	If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven (7) calendar days before the tender closing time stated in the Tender Data. If , as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and,shall then notify all tenderers who drew documents.
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3		THE EMPLOYER'S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER
F.3.3	Return late tender offers	Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
F.3.4	Opening of tender submissions:	<p>The closing date and time for receipt of tenders is:</p> <p>03 DECEMBER 2021 AT 11:00.</p> <p>Tenders will be received on the closing date and time shown, must be enclosed in a sealed envelope bearing the applicable tender heading and contract number, as well as the closing time and due date, and must be addressed to the:</p> <p>CHIEF DIRECTOR: SUPPLY CHAIN AND FACILITIES MANAGEMENT SERVICES: DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT.</p> <p>Tenders must be submitted in the tender box situated in Bloemfontein :</p> <p>Department of Agriculture Land Reform and Rural Development 136 Charlotte Maxeke Street SA Eagle Building Bloemfontein 9300</p> <p>Only tenders submitted to this tender box will be opened/ considered.</p> <p>Valid tender submissions shall be opened in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.</p>

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

F.3.11	Evaluation of Tenders:	<p>The tender evaluation method to evaluate all responsive tender offers will be Method 2.</p> <p>Tenderers will be evaluated as per the Preferential Procurement Regulation 8(1) which prescribes that only locally produced goods, service or works locally manufactured goods with a stipulated minimum threshold(as indicated in SBD 6.2) for local production and content will be considered.</p> <p>LOCAL CONTENT AND MINIMUM THRESHOLD:</p> <table border="1" data-bbox="446 376 1433 864"> <thead> <tr> <th>Description of services, works or goods</th> <th>Stipulated minimum threshold</th> <th>Description of services, works or goods</th> <th>Stipulated minimum threshold</th> </tr> </thead> <tbody> <tr> <td>Electrical Cables :</td> <td></td> <td>Steel Construction Materials:</td> <td></td> </tr> <tr> <td>• Low Voltage</td> <td>90%</td> <td>• Fabricated Structural Steel</td> <td>100%</td> </tr> <tr> <td>• Medium and High Voltage</td> <td>90%</td> <td>• Roof and Cladding</td> <td>100%</td> </tr> <tr> <td></td> <td></td> <td>• Fasteners</td> <td>100%</td> </tr> <tr> <td>Valves Products and Actuators :</td> <td></td> <td>• Wire Products</td> <td>100%</td> </tr> <tr> <td>• Gate Valves</td> <td>70%</td> <td>• Reinforcing bars</td> <td>100%</td> </tr> <tr> <td>• Taps, Cocks</td> <td>70%</td> <td></td> <td></td> </tr> </tbody> </table> <p>Apply the 80/20 Preference Point system where a maximum of eighty (80) tender adjudication point be awarded for price. Twenty (20) points will be awarded for preference in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulation, 2017. See section T2.2.8, Form H for the Preference model.</p> <p>The financial offer will be scored in terms of formula 2, option 1 of the Standard Conditions of Tender (Section T1.3 of the document).</p>	Description of services, works or goods	Stipulated minimum threshold	Description of services, works or goods	Stipulated minimum threshold	Electrical Cables :		Steel Construction Materials:		• Low Voltage	90%	• Fabricated Structural Steel	100%	• Medium and High Voltage	90%	• Roof and Cladding	100%			• Fasteners	100%	Valves Products and Actuators :		• Wire Products	100%	• Gate Valves	70%	• Reinforcing bars	100%	• Taps, Cocks	70%		
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The proposal will be evaluated individually on score sheets, by a representative evaluation panel according to the evaluation criteria indicated above. All service providers who scored less than 60 out of 100 points for functionality will not be considered further.

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

QUALITY CRITERIA																
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1	<p>SUCCESSFUL COMPLETION OF REPAIR AND RENOVATIONS TO COMMERCIAL/ OFFICIAL/ PUBLIC BUILDING PROJECTS IN THE LAST FIVE (5) YEARS FROM A MINIMUM VALUE OF R 1 500 000.00. (ATTACH APPOINTMENT LETTER AND COMPLETION CERTIFICATES) (NO SCORE WILL BE AWARDED IF COMPLETION CERTIFICATES ARE NOT ATTACHED)</p> <p>Tenderers are required to demonstrate relevant past experience and competency. Tenderers are required to submit full details of, and reliable contactable references for, relevant project which were successfully completed. Projects relevant must be of similar scope, nature and size , completed within the last five (5) years.</p> <p>Successful completion of similar projects in the last 5 years.</p> <table border="1"> <tr> <td>Not Submitted (score 0)</td> <td>The tenderer has failed to address the question and has not provided any proof of completing a similar project.</td> </tr> <tr> <td>Poor (score 1)</td> <td>One (1) relevant similar project executed successfully by the contractor in the past 5 years</td> </tr> <tr> <td>Average (score 2)</td> <td>Two (2) relevant similar projects successfully executed by the contractor in the past 5 years</td> </tr> <tr> <td>Good (score 3)</td> <td>Three(3) relevant similar projects successfully executed by the contractor in the past 5 years</td> </tr> <tr> <td>Very Good (score 4)</td> <td>Four(4) relevant similar project successfully executed by the contractor in the past 5 years</td> </tr> <tr> <td>Excellent (score 5)</td> <td>More than five(5) relevant similar projects successfully executed by the contractor in the past 5 years</td> </tr> </table> <p>Note: Returnable Document = FORM J</p>	Not Submitted (score 0)	The tenderer has failed to address the question and has not provided any proof of completing a similar project.	Poor (score 1)	One (1) relevant similar project executed successfully by the contractor in the past 5 years	Average (score 2)	Two (2) relevant similar projects successfully executed by the contractor in the past 5 years	Good (score 3)	Three(3) relevant similar projects successfully executed by the contractor in the past 5 years	Very Good (score 4)	Four(4) relevant similar project successfully executed by the contractor in the past 5 years	Excellent (score 5)	More than five(5) relevant similar projects successfully executed by the contractor in the past 5 years	40		
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Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

2	<p>EXPERIENCE OF FOREMAN</p> <p>This Sub Criteria covers the general average experience of the proposed Foreman (total duration of professional activity at Construction Manager Site Agent level) .</p> <p>Tenderers are required to submit curriculum vitae for the Foreman proposed to be employed on the project. These curriculum vitae are to include specific details of these individuals including past experience and competence in delivering key similar relevant building project .This evaluation is based on the following weighting: (CV to be attached)</p> <p>NB : No score will be awarded to bidder who has not attached a CV</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Not Submitted (score 0)</td> <td style="padding: 2px;">No CV Submitted</td> </tr> <tr> <td style="padding: 2px;">Poor (score 1)</td> <td style="padding: 2px;">More than 2 to 5 year experience as a site agent</td> </tr> <tr> <td style="padding: 2px;">Average (score 2)</td> <td style="padding: 2px;">More than 5 to 8 years experience as a site agent</td> </tr> <tr> <td style="padding: 2px;">Good (score 3)</td> <td style="padding: 2px;">More than 8 to 11 years experience as a site agent</td> </tr> <tr> <td style="padding: 2px;">Very Good (score 4)</td> <td style="padding: 2px;">More than 11 to 14 yeards experience as a site agent</td> </tr> <tr> <td style="padding: 2px;">Excellent (score 5)</td> <td style="padding: 2px;">14 years and above as foreman</td> </tr> </table> <p>Note: Returnable Document = FORM L</p>	Not Submitted (score 0)	No CV Submitted	Poor (score 1)	More than 2 to 5 year experience as a site agent	Average (score 2)	More than 5 to 8 years experience as a site agent	Good (score 3)	More than 8 to 11 years experience as a site agent	Very Good (score 4)	More than 11 to 14 yeards experience as a site agent	Excellent (score 5)	14 years and above as foreman	40		
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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

3	CONSTRUCTION PROGRAMME	20													
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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

<p>F.3.13</p>	<p>Acceptance of tender offer:</p>	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) The Tenderer submits a duly signed and dated relevant resolution signed by all their members or their board of directors, as the case may be, on their company letterhead. In the case of a sole proprietor or a single member in a company, it must be clearly indicated on a document bearing the company's letterhead. In the case of a joint venture submitting a tender, must include a resolution of each company of the Joint Venture signed by all the members/ directors of the Joint Venture authorising a member or an official of the Joint Venture to sign the documents on behalf of the Joint Venture OR a resolution bearing the letterheads (logos) of each company of the Joint Venture and signed by all the members/ directors of the Joint Venture authorizing a member or an official of the Joint Venture to sign the documents on behalf of the Joint Venture shall be included in the tender. The signature of the authorized person should also appear on the resolution letter(s). (FORM PA-15.1 – 15.3) A resolution, PA-15.1 (for a single Service Provider tendering herein) or PA-15.2 plus special resolution, PA-15.3 (for multiple Service Providers tendering in consortium or joint venture herein) (forms PA-15.1 to 3 are bound in hereafter). b) Bidders must ensure compliance with their tax obligations. Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status. Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za. Bidders may also submit a printed TCS together with the bid. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate proof of TCS / PIN / CSD number. Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided. c) The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. Proof of Registration in respect of each partner, where a tenderer satisfied the CIDB contractor grading designation requirements through the formation of a joint venture. The Lead partner must have a contractor grading designation of not lower than one level below the required grading designation; d) The Bidder did not tamper, dismantle or remove any documents from the tender document. e) The Tenderer has acknowledged and signed the record of addenda page, and submitted the addendum or addenda, in the event that the addendum or addenda has been issued. f) The Tenderer has attended the compulsory tender clarification meeting as stipulated. g) The Tenderer has completed the form of offer and is signed by the duly authorized person and witnessed. h) The Tenderer submits a letter from the bank or a FAIS (Financial Advisory and intermediary Services) / FSCA(Financial Sector Conduct Authority) registered or NCR (National Credit Regulator) registered financial institution with whom he/she has made the necessary arrangements, to the effect that the said institution will be prepared to provide the required performance guarantee.
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		<p>i) The Tenderer is registered and in good standing with respect to Compensation for Occupational Injuries and Diseases Act (COIDA) for Building Construction, with Department of Labour or with a licensed compensation insurer. The Tenderer must submit the letter of good standing for Building Construction projects. In the event of the Tenderer being a joint venture/consortium, each company must submit the letter of good standing for building construction projects. A Tenderer who presently do not have any labour in their employ must submit a Tender Letter obtainable from the Department of Labour.</p> <p>Note: Any tender not complying with any 9 of the above-mentioned stipulations, numbered 1 to 9 above, will be regarded as non-responsive and will therefore <u>not</u> be considered for further evaluation.</p>
	<p>Provide copies of the contract</p>	<p>One signed copy of the contract shall be provided by the Employer to the successful Tenderer.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.4	ADDITIONAL CONDITIONS OF TENDER
<p>The additional conditions of Tender are:</p>	
<p>F.4.1</p>	<p>Compliance with Occupational Health and Safety Act 1993</p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.</p> <p>In this regard the Contractor shall submit, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:</p> <ol style="list-style-type: none"> (1) Management Structure, Site Supervision and Responsible Persons including a succession plan. (2) Contractor's induction training programme for Employees, Sub-contractors and Visitors to the Site. (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications. (4) Regular monitoring procedures to be performed. (5) Regular liaison, consultation and review meetings with all parties. (6) Site security, welfare facilities and first aid. (7) Site rules and fire and emergency procedures.
<p>Tenderers are to note that the Contractor is required to ensure that all Sub-contractors or others engaged in the performance of the Contract also comply with the above requirements.</p> <p>The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.</p> <p>The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in Part C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.</p>	
<p>F.4.2</p>	<p>Community Liaison Officer</p> <p>It is a requirement of the Contract that a Community Liaison Officer (CLO) be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Principal Agent and the local communities.</p> <p>The method of identifying suitable candidates for the position of CLO, as well as requirements in respect of the employment of the selected candidate, are described in Part C3.3.2: Scope of Work.</p>

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

CIDB STANDARD CONDITIONS OF TENDER

SECTION T1.2.3: CIDB STANDARD CONDITIONS OF TENDER

*As published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice
 136 Government Gazette No 38960 of 10 July 2015.*

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Witness 1

Witness 2

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Witness 2

Employer

Witness 1

Witness 2

F.1 GENERAL

F.1.1 Actions

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

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

Note:

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially.
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit.
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.

Contractor

Witness 1

Witness 2

Employer

Witness 1

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- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process.
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels.
- e) **organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.
- f) **quality (functionality)** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 **Communication and Employer's agent**

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

F.1.5 **Cancellation and Re-Invitation of Tenders**

F.1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.

F.1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 **Procurement procedures**

F.1.6.1 **General**

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

F.1.6.2 **Competitive negotiation procedure**

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the Employer shall announce only the names of the tenderers who make a submission.

The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional

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information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 **Option 2** Tenderers shall only submit technical proposals in the first stage. The Employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents. The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

F.2.2.1 Accept that, unless otherwise stated in the tender data, the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

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

F.2.3 Check documents

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

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F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

F.2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is

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also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

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

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

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

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorised signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures, shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

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F.2.16 Tender offer validity

- F.2.16.1** Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

- F.2.18.2** Dispose of samples of materials provided for evaluation by the Employer, where required.

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

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F.2.23 Certificates

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

F.3 THE EMPLOYER’S UNDERTAKINGS

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

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

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- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected.
- c) Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- d) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data
- 2) Tender must be regarded as an acceptable if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R30 million.

4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

$$Ps = 80 \left[1 - \frac{Pt - Pmin}{Pmin} \right]$$

where

Ps = Points scored for comparative price of tender or offer under consideration;
Pt = Comparative price of tender or offer under consideration; and
Pmin = Comparative price of lowest acceptable tender or offer.

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(4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

(4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-complaint contributor	0

(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

(4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

90/10

$$P_s = 90 \left[1 - \frac{P_t - P_{min}}{P_{min}} \right]$$

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R 50 000 000 (all applicable taxes included):

Where P_s = Points scored for comparative price of tender or offer under consideration;
 P_t = Comparative price of tender or offer under consideration; and
 P_{min} = Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-complaint contributor	0

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(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

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

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for price. W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
a	P_m is the comparative offer of the most favourable tender offer. P is the comparative offer of tender offer under consideration.		

F.3.11.8 Scoring preferences

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

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality (Functionality)

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where: S_O is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission; and

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 Witness 2

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the Employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

F.3.16.2 After the successful tenderer has been notified of the Employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

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F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART T2: RETURNABLE DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.1: LIST OF RETURNABLE DOCUMENTS

THE TENDERER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THIS TENDER. IF THE DOCUMENTS ARE NOT INCLUDED IN THE DOCUMENT, THE DEPARTMENT WILL NOT CONSIDER THIS TENDER.

Clause referred to in Standard Conditions of Tender	Document
F.2.1	<p>Tenderers must provide their CRS Numbers of the registered Contractor as well JV Partner*. CRS numbers of Tenderers or JV partners needs to be filled in below:</p> <p><u>Tenderer/Leading JV Partner</u></p> <p>CRS Number : _____</p> <p>Name of Company: _____</p> <p><u>JV Partner</u></p> <p>CRS Number : _____</p> <p>Name of Company: _____</p> <p><u>JV Partner</u></p> <p>CRS Number : _____</p> <p>Name of Company: _____</p> <p>*NB: Recent printout from CIDB website indicating the CRS number will also be accepted.</p> <p>All contractors, even tendering in JV, must be registered with CIDB. The lead partner has a contractor grading designation of not lower than one level below the required grading designation of 4GB of construction work.</p>
F.2.7	Attendance of the Compulsory Tender Clarification meeting as stipulated.
F.2.10	Form of offer must be completed and signed by duly authorized person and witnessed.
F.2.11	<p>Tampering with or taking apart the bound document is strictly prohibited. All additional documentation must be stapled into the tender document or attached in a separate file."</p> <p>Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product.</p> <p>"In the event of mistakes having been made on tender document it must be crossed out in ink and be accompanied by an initial at each and every price alteration".</p>

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.2.13.4	<p>The Tenderer submits a duly signed and dated relevant resolution signed by all their members or their board of directors, as the case may be, on their company letterhead. In the case of a sole proprietor or a single member in a company, it must be clearly indicated on a document bearing the company's letterhead. In the case of a joint venture submitting a tender, must include a resolution of each company of the Joint Venture signed by all the members/ directors of the Joint Venture authorising a member or an official of the Joint Venture to sign the documents on behalf of the Joint Venture OR a resolution bearing the letterheads (logos) of each company of the Joint Venture and signed by all the members/ directors of the Joint Venture authorizing a member or an official of the Joint Venture to sign the documents on behalf of the Joint Venture shall be included in the tender. The signature of the authorized person should also appear on the resolution letter(s). (See Form D).</p>
F.2.28	<p>Bidders must ensure compliance with their tax obligations.</p> <p>Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.</p> <p>Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.</p> <p>Bidders may also submit a printed TCS together with the bid.</p> <p>In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate proof of TCS / PIN / CSD number.</p> <p>Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.</p>
	<p>The Bidder did not tamper, dismantle or remove any documents from the tender document</p>
	<p>The Tenderer must acknowledge and sign the record of addenda page, and submitted the addendum or addenda, in the event that the addendum or addenda has been issued</p>
	<p>The Tenderer submits a letter from the bank or a FSCA registered or NCR registered financial institution with whom he/she has made the necessary arrangements, to the effect that the said institution will be prepared to provide the required performance guarantee when asked to do so. In the event of a JV the letter of intent for the JV or for the lead partner must be submitted.</p>
	<p>The Tenderer is registered and in good standing with respect to Compensation for Occupational Injuries and Diseases Act (COIDA) with Department of Labour or with a licensed compensation insurer. The Tenderer must submit the letter of good standing for building and construction projects. In the event of the Tenderer being a joint venture/consortium, the details of the lead partner must also be provided</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THE TENDERER ARE ENCOURAGED TO REGISTER AND SUBMIT THE FOLLOWING NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) DETAILS WITH THIS TENDER.

Document	
<p>Tenderers shall provide their CSD Supplier Number (Master Registration Number) and Tax Compliance PIN Number in the space provided below:</p> <p>NB: In cases where a bidder intends to form a Joint Venture, the CSD Supplier Number (Master Registration Number) and Tax Compliance PIN shall also be provided in the space provided below, i.e. the lead partner and Joint Venture partner/s.</p> <p>If any sub-contractors are proposed their CSD Supplier Number (Master Registration Number) and Tax Compliance PIN numbers shall be provided in Form A.</p> <p>If the documents are not included in the document, the tender will be regarded as being NON-RESPONSIVE.</p>	
<u>Tenderer/Leading JV Partner</u>	
Name of Company:	_____
CSD Supplier Number: (Master Registration Number)	_____
Tax Compliance PIN number:	_____
<u>JV Partner 1</u>	
Name of Company:	_____
CSD Supplier Number: (Master Registration Number)	_____
Tax Compliance PIN number:	_____
<u>JV Partner 2</u>	
Name of Company:	_____
CSD Supplier Number: (Master Registration Number)	_____
Tax Compliance PIN number:	_____
*NB: All contractors, even tendering in JV, must be registered with National Treasury Central Supplier Database	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- SECTION T2.2.1: FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS**
- SECTION T2.2.2: FORM B: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017(SBD 6.1)**
- SECTION T2.2.3: FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS**
- SECTION T2.2.4: FORM D: AUTHORITY OF SIGNATORY(PA:15.1, PA:15.2 AND PA: 15.3)**
- SECTION T2.2.5: FORM E: STATUS OF CONCERN SUBMITTING TENDER**
- SECTION T2.2.6: FORM F: DECLARATION OF INTEREST (SBD 4)**
- SECTION T2.2.7: FORM G: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)**
- SECTION T2.2.8: FORM H: CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD9)**
- SECTION T2.2.9: FORM I: SCHEDULE OF PLANT AND EQUIPMENT**
- SECTION T2.2.10: FORM J: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER**
- SECTION T2.2.11: FORM K: CERTIFICATE OF TENDERER'S VISIT TO THE SITE**
- SECTION T2.2.12: FORM L: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF**
- SECTION T2.2.13: FORM M: COMPLIANCE WITH OHSA (ACT 85 OF 1993)**
- SECTION T2.2.14: FORM N: CSD SUPPLIER NUMBER AND TAX COMPLIANCE PIN**
- SECTION T2.2.15: FORM O: PRELIMINARY PROGRAMME**
- SECTION T2.2.16: FORM P: ESTIMATED MONTHLY EXPENDITURE**
- SECTION T2.2.17: FORM Q: ALTERATIONS BY TENDERER**
- SECTION T2.2.19: FORM S: SUPPLIER MAINTENANCE FORM**
- SECTION T2.2.20: FORM T: COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (COIDA)**
- SECTION T2.2.21: FORM U: DECLARATION CERTIFICATE FOR LOCAL LABOUR PARTICIPATION**
- SECTION T2.2.22: FORM V: COMPULSORY ENTERPRISE QUESTIONNAIRE**
- SECTION T2.2.23: FORM W: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS(SBD 6.2)**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2: RETURNABLE SCHEDULES

SECTION T2.1.1: FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. The contractor is to obtain approval should he/she intends to change the submitted list of Subcontractors.

Please note that a Monitoring and Evaluating TEAM from PPRM shall ensure that the Sub Contracted Company is being groomed and paid by the Main Contractor, During the execution stage, reports, pictures and bank statements shall be examined.

**In Bids where subcontractors are involved each party must submit a separate proof of TCS / PIN / CSD number and CIDB printout of the sub-contracted company or companies with the CRS number/s. Where no TCS is available but the subcontractor is registered on the Central Supplier Database (CSD), a CSD number must be provided. (Refer to Clause F2.28)
 Alternatively, where a subcontractor is not yet registered on the National Treasury CSD, submission of a Valid Tax Clearance Certificate together with the bid is compulsory. (Refer to Clause F2.28)**

1. Will any portion of the contract be sub-contracted? Yes / No
2. If yes, indicate:
 - (i) The name of the proposed sub-contractor, the nature and extent of the work to be sub-contracted and the previous experience with the sub-contractor in the table below.

	Name and address of the proposed Sub-contractor	Nature and extent of work	Previous experience with Sub-contractor
1.			
2.			
3.			
4.			

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

3 What percentage of the contract will be sub-contracted, the B-BBEE status level of the sub-contractors and whether they are an EME/QSE, must be stated in the table below and specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Name of proposed Sub Contractor	% of the work that will be sub-contracted	B-BBEE status level of the sub-contractor	Designated Group: An EME or QSE which is at least 51% owned by:								Any EME	Any QSE			
			Black people	Black people who are youth	Black people who are women	Black people with disabilities	Black people living in rural or under-developed areas or townships	Cooperative owned by black people	Black people who are military veterans	Black people who are military veterans					
			EME	EME	EME	EME	EME	EME	EME	EME	EME	EME	EME	EME	EME
			QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE
			EME	EME	EME	EME	EME	EME	EME	EME	EME	EME	EME	EME	EME
			QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE
			EME	EME	EME	EME	EME	EME	EME	EME	EME	EME	EME	EME	EME
			QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE

Signature of person authorised to sign the tender:

Date:

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

SECTION T2.1.2: FORM B: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)

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:

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

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;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise 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;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise 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;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

- P_s** = Points scored for price of bid under consideration
- P_t** = Price of bid under consideration
- P_{min}** = Price of lowest acceptable bid

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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: . =(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 Refer to Form A

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

[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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

SECTION T2.1.3: FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

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

Attach additional pages if more space is required.

Signature of person authorised to sign the tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.1.4: FORM D: AUTHORITY OF SIGNATORY – PA: 15.1, PA:15.2, PA: 15.3

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on *20 May 2000, MR A.F JONES*

has been duly authorised to sign all documents in connection with Contract no CON 0005, and any contract which may arise therefrom, on behalf of *Mabel House (Pty) Ltd*.

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)

IN HIS CAPACITY AS: Managing Director

DATE: 20 May 2000

SIGNATURE OF SIGNATORY: (Signature of A.F Jones)

As witnesses:

1.

2.

Signature of person authorised to sign the tender

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS –

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:

- The Enterprise submits a Tender to the Department of Agriculture, Land Reform and Rural Development in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

- *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	-	Name	Capacity	Signature
1	-			
2	-			
3	-			
4	-			
5	-			
6	-			
7	-			

Note:

- * Delete which is not applicable.
- NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise.
- Should the number of Directors / Members / Partners exceed the space available above, additional names capacity and signatures must be supplied on a separate page.

ENTERPRISE STAMP

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

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 submit a Tender, in consortium/joint venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

to the Department of Agriculture, Land Reform and Rural Development in respect of the following project:

(Project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

- 1 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorized to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- 2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

- 3 The Enterprise choose as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

•

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	-	Name	Capacity	Signature
1	-			
2	-			
3	-			
4	-			
5	-			
6	-			
7	-			
8	-			
9	-			
10	-			
11	-			
12	-			
13	-			
14	-			
15	-			

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 number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

Held at _____ *(place)*
on _____ *(date)*

RESOLVED that:

- A. The above-mentioned Enterprises submit a tender in Consortium/Joint Venture to the Department of Agriculture, Land Reform and Rural Development in respect of the following project:

(Project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

•

_____	_____	_____	_____	_____	_____
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.1.5: FORM E: STATUS OF CONCERN SUBMITTING TENDER

1. GENERAL

State whether the tenderer is a company, a closed corporation, a partnership or a one-man concern. (Make an X in the appropriate space below)

Company Closed Corporation Partnership
One-man concern Joint Venture

2. INFORMATION TO BE PROVIDED

(Block letters)

2.1 If the tenderer is a Company:

- (a) Affix a certified copy of the Certificate of Incorporation to this page.
- (b) List the Directors.

2.2 If the tenderer is a Closed Corporation:

- (a) Affix a certified copy of the Founding Statement to this page.
- (b) List the Members.

2.3 If the tenderer is a Partnership:

List the partners.

2.4 If the tenderer is a One-man concern:

Provide the full name and ID number of the person.

2.5 If the tenderer is a Joint Venture:

- (a) Affix a certified copy of the Founding Statement of each partner of the JV to this page.
- (b) Affix JV agreement.

3. REGISTERED FOR VAT PURPOSES IN TERMS OF THE VALUE-ADDED TAX ACT, (Act Nr. 89 of 1991) (Make an X in the appropriate space below)

Yes / No Registration nr.:

Signature of person authorised to sign the tender:

Date:

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.1.6: FORM F: DECLARATION OF INTEREST (SBD 4)

1. Any legal person, including persons employed by the state¹, 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 a price quotation, advertised competitive bid, limited bid or proposal). 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, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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.

2.7 Are you or any person connected with the bidder Presently employed by the state? Yes / No

2.7.1 If so, furnish the following particulars:

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

¹ "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.

² "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.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

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 attached 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:

.....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 Tax Reference Number	State Employee Number / Peral Number

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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 conditions of contract should this declaration prove to be false.

.....
Signature

.....
Date

.....
Name of Bidder

.....
Position of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.1.7: FORM G: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)

1. This Standard Bidding Document must form part of all tenders 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 tender of any tenderer will be rejected if that tenderer, 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 tender:

Item	Question	Yes	No
4.1	Is the bidder any of its directors listed on the National Treasury's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012)3265445)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside 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 the Department entity or any other organ of state terminated during the past five years on account of failure to perform on or to comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Does the bidder or any of its directors owe any Municipal rates and taxes or Municipal charges to the Municipality / Municipal entity, or to any other Municipality / Municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned (full name)
 certify that the information furnished on this declaration form to be 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

.....
 Name of Bidder

.....
 Position of Bidder

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.1.8: FORM H: CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

1. This Standard Bidding Document (SBD) must form part of all bids¹ 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).² Collusive bidding is a *per 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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.

<input type="text"/>					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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 consortium³ 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;
 - (d) the intention or decision to submit or not to submit, a bid;

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- (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

.....
Name of Bidder

.....
Position of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.1.9: FORM I: SCHEDULE OF PLANT AND EQUIPMENT

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

- (a) Details of major equipment that is owned by and immediately available for this contract.
Proof of ownership must be attached.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

- (b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.
Proof of lease agreement must be attached or a letter of intent from a hiring company.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signature of person authorised to sign the tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.1.11: FORM K: CERTIFICATE OF TENDERER'S VISIT TO THE SITE

This is to certify that I,

Representative of (Tenderer).....

Of (address).....

.....

.....

Telephone No:

Fax No:

Visited and carefully examined the Site on the day of20

In the company of (Engineer's representative)

Signature (Tenderer's Representative)

Signature (Engineer's Representative)

<input type="text"/>					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.1.12: FORM L: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF

The Tenderer shall, submit the name of all supervisory staff that will be employed to supervise Contract. **Please attach CV**. The Tenderer shall also include an organogram of the project team and the company structure. **NB: No points will be awarded if the bidder has not attached CV)**

1. Position	Foreman
Name	
Indicate Years of Experience as a Foreman	
Duties and List of duties as a Foreman	
Currently Employed by Tenderer (Y/N)	
Signature	

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.1.13: FORM M: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations? Yes / No

2. Who will prepare the Contractor's Health and Safety Plan? (Section T2.2.18 – Form R) (Provide a copy of the person/s curriculum vitae/s or company profile). Yes / No

3. Does the Contractor have a health and safety policy? (if yes, provide a copy). How is this policy communicated to all employees? Yes / No

4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept? Yes / No

5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings? Yes / No

6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV. Yes / No

7. Does the Contractor have trained first aid employees? If yes, indicate, who. Yes / No

8. Does the Contractor have a safety induction training programme in place? (If yes, provide a copy) Yes / No

Signature of person authorised to sign the tender:

Date:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.1.14: FORM N: CSD SUPPLIER NO AND TAX COMPLIANCE PIN

Bidders registered on the **National Treasury Central Supplier Database (CSD)** are required to submit their unique **Personal Identification Number (PIN)** issued by SARS in the space provided below as stipulated in Clause F2.28.

Bidders may also submit a **printed TCS** together with the bid.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party **must** submit a separate proof of **TCS / PIN / CSD** number.

Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a **CSD number** must be provided

Alternatively the tenderer must submit a valid tax clearance certificate together with the Bid, including Valid Tax Clearance Certificates for the Joint Venture partner/s and Subcontractors proposed.

The certificates may be stapled into the tender document without taking the tender document apart or may be attached in a separate file to the tender document.

If the documents are not included in the document, the tender will be regarded as being NON-RESPONSIVE.

Tenderer/Leading JV Partner

Name of Company:

CSD Supplier Number: (Master
Registration Number)

Tax Compliance PIN number:

JV Partner 1

Name of Company:

CSD Supplier Number: (Master
Registration Number)

Tax Compliance PIN number:

JV Partner 2

Name of Company:

CSD Supplier Number: (Master
Registration Number)

Tax Compliance PIN number:

***NB: All contractors, even tendering in JV, must be registered with National Treasury Central Supplier Database**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.1.15: FORM O: PRELIMINARY PROGRAMME

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

Note: The programme must be based on the completion time as specified in the Contract Data. (No points will be awarded to the bidder if a detailed program is not attached)

<input type="text"/>					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.1.18: FORM S: SUPPLIER MAINTENANCE FORM

BAS PMIS LOGIS WCS CONTRACTOR
 CONSULTANT

OFFICE:

The Director General : Department of Rural Development and Land Reform

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post.

Please ensure information is validate as per required bank screens.

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details

Registered Name	<input style="width: 95%;" type="text"/>
Trading Name	<input style="width: 95%;" type="text"/>
Tax Number	<input style="width: 95%;" type="text"/>
VAT Number	<input style="width: 95%;" type="text"/>
Title:	<input style="width: 95%;" type="text"/>
Initials:	<input style="width: 95%;" type="text"/>
First Name:	<input style="width: 95%;" type="text"/>
Surname:	<input style="width: 95%;" type="text"/>

Address Detail

Payment Address	<input style="width: 95%;" type="text"/>
(Compulsory if Supplier)	<input style="width: 95%;" type="text"/>
	<input style="width: 95%;" type="text"/>
Postal Code	<input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/>

New Detail

New Supplier information Update Supplier information

Supplier Type: Individual Department Partnership
 Company Trust
 CC Other (Specify)

Department Number

<input style="width: 100%;" type="text"/>					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Supplier Account Details									
(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).									
Account Name	<input style="width: 100%;" type="text"/>								
Account Number	<input style="width: 100%;" type="text"/>								
Branch Name	<input style="width: 100%;" type="text"/>								
Branch Number	<input style="width: 100%;" type="text"/>								
Account Type	<input type="checkbox"/> Cheque Account <input type="checkbox"/> Savings Account <input type="checkbox"/> Transmission Account <input type="checkbox"/> Bond Account <input type="checkbox"/> Other (Please Specify) <input style="width: 150px;" type="text"/>								
ID Number	<input style="width: 100%;" type="text"/>								
Passport Number	<input style="width: 100%;" type="text"/>								
Company Registration Number	<input style="width: 100%;" type="text"/>								
*CC Registration	<input style="width: 100%;" type="text"/>								
*Please include CC/CK where applicable									
Practise Number	<input style="width: 100%;" type="text"/>								
When the bank stamps this entity maintenance form they confirm that all the information completed by the entity is correct.	<p style="text-align: center; margin: 0;">Bank stamp</p> <p style="margin: 0;">It is hereby confirmed that this details have been verified against the following screens</p> <p style="margin: 0;">ABSA-CIF screen</p> <p style="margin: 0;">FNB-Hogans system on the CIS4</p> <p style="margin: 0;">STD Bank-Look-up-screen</p> <p style="margin: 0;">Nedbank- Banking Platform under the Client Details Tab</p>								
Contact Details									
Business	<input style="width: 100%;" type="text"/> Area Code Telephone Number Extension								
Home	<input style="width: 100%;" type="text"/> Area Code Telephone Number Extension								
Fax	<input style="width: 100%;" type="text"/> Area Code Fax Number								
Cell	<input style="width: 100%;" type="text"/> Cell Code Cell Number								
Email Address	<input style="width: 100%;" type="text"/>								
Contact Person:	<input style="width: 100%;" type="text"/>								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; height: 30px;">Supplier Signature</td> <td style="width: 50%;">Regional Office Sender</td> </tr> <tr> <td style="height: 30px;">Print Name</td> <td>Print Name</td> </tr> <tr> <td style="height: 30px;"></td> <td style="text-align: center;">Rank</td> </tr> <tr> <td style="text-align: center;">Date (dd/mm/yyyy)</td> <td style="text-align: center;">Date (dd/mm/yyyy)</td> </tr> </table>	Supplier Signature	Regional Office Sender	Print Name	Print Name		Rank	Date (dd/mm/yyyy)	Date (dd/mm/yyyy)	<p style="margin: 0;">PLEASE RETURN TO THE RELEVANT REGIONAL OFFICE THAT SUPPLIED THE FORM OR THE FOLLOWING ADDRESS:</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
Supplier Signature	Regional Office Sender								
Print Name	Print Name								
	Rank								
Date (dd/mm/yyyy)	Date (dd/mm/yyyy)								
NB: All relevant fields must be completed									

<input style="width: 80%;" type="text"/>					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.1.19: FORM T: COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (COIDA)

Please attach Compensation for Occupational Injuries and Diseases Act (COIDA) to this page

Evidence of registration and proof of good standing with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993) (COID) **MUST be attached** to this returnable schedule.

Note to Tenderer:

In the event of the Tenderer being a joint venture/consortium, the details of the individual members must also be provided.

SIGNED ON BEHALF OF THE TENDERER:.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.1.20: FORM U: DECLARATION CERTIFICATE FOR LOCAL LABOUR PARTICIPATION

1. Definitions

1.1 Targeted Labour

Individuals, employed by the contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area

1.2 Target Group

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the contractor's own staff unless such staff are also from the Target Area.

1.3 Target Area

For this project, the target area is defined as Thaba Nchu, In the Free State Province.

1.4 Labour Maximisation

Labour maximisation shall contribute a minimum of 10%.

2. Conditions associated with the granting of preferences

The tenderer, undertakes to:

- 1) engage one or more targeted labour in accordance with the provisions of the SANS 1914-4 as varied in section 3 hereunder;
- 2) accept the sanctions set out in Section 2 below, should such conditions be breached;
- 3) complete the Targeted Labour (CPG) calculation form contained in Section 5 below; and
- 4) complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

3. Variation to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-4 the requirements of the variations shall prevail

Calculations shall be based as a % of targeted labour costs of the Tender Sum (excluding VAT) and not calculated in accordance with methods 1 or 2 in Annexure A of SANS 1914-4.

4. Sanctions

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0,50 \times \frac{(D - D_0)}{100} \times N_A$$

Where D = tendered Contract Participation Goal percentage.

D₀ = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.

N_A = Net Amount (Actual contract expenditure, excluding VAT)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

P = Rand value of penalty payable

Tender Contract Participation Goal in respect of targeted labour

I/We hereby tender a Contract Participation Goal of% in compliance with the Employer's Socio-Economic Requirements.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm or sole proprietor confirms that he/she understands the conditions under which such preferences are granted.

Signature:

Name:

Duly authorized to sign on behalf of:

Telephone:

Fax:

5. Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	TOTAL ESTIMATED WORKING HOURS	RATE	TOTAL ESTIMATED WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
		Total	

*Note: A tenderer may only claim permanent staff as eligible for preference points if said staff are also from the Target Area. Permanent staff are considered to be those who have been continuously employed by the tenderer for at least three months prior to the commencement of this project.

SIGNED ON BEHALF OF THE TENDERER:.....

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.1.21: FORM V: COMPULSORY ENTERPRISE QUESTIONNAIRE

FORM X : Annex L

(normative)
 Compulsory Enterprise questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: The attached SBD4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6 must be completed for each tender and be attached as a requirement.

Section 8: The attached SBD8 must be completed for each tender and be attached as a requirement.

Section 9: The attached SBD9 must be completed for each tender and be attached as a requirement.

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

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

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

Signed

Date

.....

.....

Name

Position

.....

.....

Enterprise Name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



the dti

Department
Trade and Industry
REPUBLIC OF SOUTH AFRICA

Private Bag X84, PRETORIA, 0001, the dti Campus, 77 Meintjies Street, Sunnyside, 0002, Tel: (012) 394 0000
the dti Customer Contact Centre local: 0861 843 384 International: +27 12 394 9500, www.thedti.gov.za

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011

Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
 - Declaration C: "Local Content Declaration – Summary Schedule" (see Annexure C);
 - Declaration D: "Imported Content Declaration – Supporting Schedule to Annex C" (see Annexure D); and
 - Declaration E: "Local Content Declaration – Supporting Schedule to Annex C" (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted. If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Annexure A is a note to the purchaser in SATS 1286:2011; and Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content. Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor(i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content." 2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer :When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in

Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

<input type="text"/>					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

List of items

Provide a list of the item(s) corresponding with the tender item number. This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column

C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

ANNEXURE D

4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate(D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial Invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

D46. Type of payment

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

<input type="text"/>					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: “Local Content Declaration-Supporting Schedule to Annexure C”

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

<input type="text"/>					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.1.22: FORM W: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)

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, 2017, 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, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders 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 at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

<input type="text"/>					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

2. 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:

Description of services, works or goods Stipulated minimum threshold

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>	<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Electrical Cables :		Steel Construction Materials:	
• Low Voltage	90%	• Fabricated Structural Steel	100%
• Medium and High Voltage	90%	• Roof and Cladding	100%
		• Fasteners	100%
Valves Products and Actuators :		• Wire Products	100%
• Gate Valves	70%	• Reinforcing bars	100%
• Taps, Cocks	70%		

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1 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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. 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.

<input type="text"/>					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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>. 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
- (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.

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

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 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Example

Annex D
RAINBOW CASE STUDY ONE
SATS 1286.2021

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.: GP 100010

(D2) Tender description: Office Desks and Chairs

(D3) Description of Products: Office Furniture

(D4) Tender Authority: Gauteng Purchasing Department

(D5) Manufacturing Entity name: Rainbow Office Furniture

(D6) Tender Exchange Rate: USD R 9.00

(D7) Note: VAT to be excluded from all calculations

EU R 12.00
GBP R 14.00

A. Exempted Imported content

Tender Item no's	Description of Imported content	Local supplier	Overseas Supplier	Calculation of Imported content						Total landed cost excl VAT	Summary		
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	(D19)+(D20)+(D21)+(D22)+(D23)		Quantity Imported	Total Imported value	
(D17)	(D18)	(D19)	(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)
GP 100012	Primary Steel	Accelor Metall	Accelor - USA	€ 500	R 9.00	R 500	R 700	R 550	R 3 650	50	R 82 500		
GP 100013	Primary Steel	United Steel	United Steel USA	€ 350	R 9.00	R 3 150	R 450	R 400	R 2 700	100	R 217 000		
GP 100014	Primary Steel	Alcoa Steel	Alcoa UK	€ 150 000	R 9.00	R 1 350 000	R 950	R 570	R 2 770	50	R 135 000		
GP 100014	5 star base	Eath	Baseopen Intst - Germany	€ 80.00	R 12.00	R 960	R 450	R 480	R 1 900	50	R 95 000		
(D31) Total exempted imported value											R 530 500		

This total must correspond with Annex C (2)

B. Imported directly by the Tenderer

Tender Item no's	Description of Imported content	Unit of measure	Overseas Supplier	Calculation of Imported content						Total landed cost excl VAT	Summary		
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	(D37)+(D38)+(D39)+(D40)+(D41)		Quantity Imported	Total Imported value	
(D32)	(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)	(D45)
GP 100011	Multiline	Each	MM Multiline USA	\$35	R 9.00	R 315	R 120	R 250	R 595	100	R 59 500		
GP 100012	Timber Top	Each	Timber Top - Germany	€ 75.00	R 11.00	R 825	R 300	R 500	R 1 700	50	R 85 000		
GP 100013	Sleigh Base	Each	Timber Top - USA	\$100	R 9.00	R 900	R 420	R 640	R 1 960	100	R 196 000		
(D46) Total imported value by tenderer											R 342 500		

This total must correspond with Annex C (2)

C. Imported by a 3rd party and supplied to the Tenderer

Description of Imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of Imported content						Total landed cost excl VAT	Summary		
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	(D47)+(D48)+(D49)+(D50)+(D51)		Quantity Imported	Total Imported value	
(D52)	(D53)	(D54)	(D55)	(D56)	(D57)	(D58)	(D59)	(D60)	(D61)	(D62)	(D63)	(D64)	(D65)
Steel sheet	tonne	Accelor SA	Accelor Belgium	€ 75 000	R 12.00	R 900 000	R 150	R 50	R 1 300	100	R 110 000		
Wings	each	Ramply SA	Wings GB	€ 2.50	R 14.00	R 35	R 10	R 5	R 50	1 200	R 60 000		
Other - nuts and bolts	each	Msc Steel	TTC - UK	value too small to invoice							R 7 000		
(D66) Total imported value by 3rd party											R 177 000		

D45 Appointed rep only

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Local value of payments
			Foreign currency value paid	Tender Rate of Exchange	
(D67)	(D68)	(D69)	(D70)	(D71)	(D72)
Royalty payment for use of patent	Rainbow Office Furniture	Obas USA	\$800	R 9.00	R 7 200
Annual licence fees - provided	Rainbow Office Furniture	MS - Germany	€ 1 000.00	R 12.00	R 12 000
(D73) Total of foreign currency payments declared by tenderer and/or 3rd party					R 19 200
(D74) Total of imported content & foreign currency payments - (D31), (D46), (D66) & (D73) above					R 949 700

This total must correspond with Annex C (2)

Signature of Tenderer from Annex B

Date: _____

Contractor
Witness 1
Witness 2
Employer
Witness 1
Witness 2

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>	<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Electrical Cables :		Steel Construction Materials:	
• Low Voltage	90%	• Fabricated Structural Steel	100%
• Medium and High Voltage	90%	• Roof and Cladding	100%
		• Fasteners	100%
Valves Products and Actuators :		• Wire Products	100%
• Gate Valves	70%	• Reinforcing bars	100%
• Taps, Cocks	70%		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Electrical Cables – Annex D

(90%) – Refer to the following items in BOQ: P284, item 4-11, P285, item 1-16, P288, item 4-11, P292, item 1

ANNEX D - IMPORTED CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C											
NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS											
D1 TENDER NO.: D2 TENDER DESCRIPTION: D3 DESIGNATED PRODUCT: D4 TENDER AUTHORITY: D5 TENDERING ENTITY NAME: D6 TENDER EXCHANGE RATE: D7 SPECIFIED LOCAL CONTENT %:											
PUJA <input type="text"/> EU <input type="text"/> GBP <input type="text"/>											
A. EXEMPTED IMPORTED CONTENT				CALCULATION OF IMPORTED CONTENT						SUMMARY	
TENDER ITEM NO (D7)	DESCRIPTION OF IMPORTED CONTENT (D8)	LOCAL SUPPLIER (D9)	OVERSEAS SUPPLIER (D10)	FOREIGN CURRENCY VALUES AS PER COMMERCIAL INVOICE (D11)	TENDER EXCHANGE RATE (D12)	LOCAL VALUE OF IMPORTS (D13)	FREIGHT COSTS TO PORT OF ENTRY (D14)	ALL LOCALLY INCURRED COSTS & DUTIES (D15)	TOTAL LANDED COST EXCL VAT (D16)	TENDER QUANTITY (D17)	EXEMPTED IMPORTED VALUE (D18)
										(D19) TOTAL EXEMPT IMPORTED VALUE	R
This total must correspond with Annex C -C21											
B. IMPORTED DIRECTLY BY THE TENDERER				CALCULATION OF IMPORTED CONTENT						SUMMARY	
TENDER ITEM NO (D20)	DESCRIPTION OF IMPORTED CONTENT (D21)	UNIT OF MEASURE (D22)	OVERSEAS SUPPLIER (D23)	FOREIGN CURRENCY VALUES AS PER COMMERCIAL INVOICE (D24)	TENDER EXCHANGE RATE (D25)	LOCAL VALUE OF IMPORTS (D26)	FREIGHT COSTS TO PORT OF ENTRY (D27)	ALL LOCALLY INCURRED COSTS & DUTIES (D28)	TOTAL LANDED COST EXCL VAT (D29)	TENDER QUANTITY (D30)	TOTAL IMPORTED VALUE (D31)
										(D32) TOTAL IMPORTED VALUE BY TENDERER	R

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Electrical Cables – Annex D

(90%) – Refer to the following items in BOQ: P284, item 4-11, P285, item 1-16, P288, item 4-11, P292, item 1

C. IMPORTED BY A 3RD PARTY AND SUPPLIED TO THE TENDERER				CALCULATION OF IMPORTED CONTENT						SUMMARY	
DESCRIPTION OF IMPORTED CONTENT (D33)	UNIT OF MEASURE (D34)	LOCAL SUPPLIER (D35)	OVERSEAS SUPPLIER (D36)	FOREIGN CURRENCY VALUES AS PER COMMERCIAL INVOICE (D37)	TENDER EXCHANGE RATE (D38)	LOCAL VALUE OF IMPORTS (D39)	FREIGHT COSTS TO PORT OF ENTRY (D40)	ALL LOCALLY INCURRED COSTS & DUTIES (D41)	TOTAL LANDED COST EXCL VAT (D42)	TENDER QUANTITY (D43)	TOTAL IMPORTED VALUE (D44)
(D45) TOTAL IMPORTED VALUE BY 3RD PARTY											
R											

D. OTHER FOREIGN CURRENCY PAYMENTS				CALCULATION OF FOREIGN CURRENCY PAYMENTS	
LOCAL SUPPLIER MAKING THE PAYMENT (D46)	OVERSEAS BENEFICIARY (D47)	FOREIGN CURRENCY PAID (D48)	TENDER RATE OF EXCHANGE (D50)		
(D52) TOTAL OF FOREIGN CURRENCY PAYMENTS DECLARED BY TENDERER AND/OR 3RD PARTY					
R					

SUMMARY OF PAYMENTS	
LOCAL VALUE OF PAYMENTS (D51)	R
(D53) TOTAL OF IMPORTED CONTENT & FOREIGN CURRENCY PAYMENTS (D32, D45, & D52) ABOVE	
R	

This total must correspond with Annex C-C23

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SIGNATURE OF TENDERER FROM ANNEX B	DATE

Electrical Cables – Annex E

((90%) – Refer to the following items in BOQ: P284, item 4-11, P285, item 1-16, P288, item 4-11, P292, item 1

ANNEX E - LOCAL CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C			
NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS			
E1 TENDER NO.: E2 TENDER DESCRIPTION: E3 DESIGNATED PRODUCT: E4 TENDER AUTHORITY: E5 TENDERING ENTITY NAME:			
LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)	DESCRIPTION OF ITEMS PURCHASED (E6)	LOCAL SUPPLIERS (E7)	VALUE (E8)
(E6) TOTAL LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)			R
(E10) MANPOWER COST		(Tenderer's manpower cost)	R
(E11) FACTORY OVERHEADS		(Rental, depreciation & amortisation, utility costs, consumables etc.)	R
(E12) ADMINISTRATION OVERHEADS AND MARK-UP		(Marketing, insurance, financing, interest etc.)	R
(E13) TOTAL LOCAL CONTENT			R
This total must correspond with Annex C -C24			
SIGNATURE OF TENDERER FROM ANNEX B			
<div style="border-bottom: 1px solid black; width: 100%; height: 20px;"></div>			
DATE			
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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Electrical Cables – Annex E

((90%) – Refer to the following items in BOQ: P284, item 4-11, P285, item 1-16, P288, item 4-11, P292, item 1

ANNEX E - LOCAL CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C			
NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS			
E1 TENDER NO.: E2 TENDER DESCRIPTION: E3 DESIGNATED PRODUCT: E4 TENDER AUTHORITY: E5 TENDERING ENTITY NAME:			
LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)	DESCRIPTION OF ITEMS PURCHASED (E6)	LOCAL SUPPLIERS (E7)	VALUE (E8)
(E6) TOTAL LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)			R
(E10) MANPOWER COST			R
(Tenderer's manpower cost)			
(E11) FACTORY OVERHEADS			R
(Rental, depreciation & amortisation, utility costs, consumables etc.)			
(E12) ADMINISTRATION OVERHEADS AND MARK-UP			R
(Marketing, insurance, financing, interest etc.)			
(E13) TOTAL LOCAL CONTENT			R
This total mus correspond with Annex C -C24			
SIGNATURE OF TENDERER FROM ANNEX B			
DATE			

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Electrical Cables – Annex E

((90%) – Refer to the following items in BOQ: P284, item 4-11, P285, item 1-16, P288, item 4-11, P292, item 1

ANNEX E - LOCAL CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C			
NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS			
E1 TENDER NO.: E2 TENDER DESCRIPTION: E3 DESIGNATED PRODUCT: E4 TENDER AUTHORITY: E5 TENDERING ENTITY NAME:			
LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)	DESCRIPTION OF ITEMS PURCHASED (E6)	LOCAL SUPPLIERS (E7)	VALUE (E8)
(E6) TOTAL LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)			R
(E10) MANPOWER COST		(Tenderer's manpower cost)	R
(E11) FACTORY OVERHEADS		(Rental, depreciation & amortisation, utility costs, consumables etc.)	R
(E12) ADMINISTRATION OVERHEADS AND MARK-UP		(Marketing, insurance, financing, interest etc.)	R
(E13) TOTAL LOCAL CONTENT			R
This total must correspond with Annex C-C24			
SIGNATURE OF TENDERER FROM ANNEX B			

DATE			

<input style="width: 100%; height: 20px;" type="text"/> Contractor	<input style="width: 100%; height: 20px;" type="text"/> Witness 1	<input style="width: 100%; height: 20px;" type="text"/> Witness 2	<input style="width: 100%; height: 20px;" type="text"/> Employer	<input style="width: 100%; height: 20px;" type="text"/> Witness 1	<input style="width: 100%; height: 20px;" type="text"/> Witness 2
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Electrical Cables – Annex E

((90%) – Refer to the following items in BOQ: P284, item 4-11, P285, item 1-16, P288, item 4-11, P292, item 1

ANNEX E - LOCAL CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C			
NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS			
E1 TENDER NO.: E2 TENDER DESCRIPTION: E3 DESIGNATED PRODUCT: E4 TENDER AUTHORITY: E5 TENDERING ENTITY NAME:			
LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)	DESCRIPTION OF ITEMS PURCHASED (E6)	LOCAL SUPPLIERS (E7)	VALUE (E8)
(E6) TOTAL LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)			R
(E10) MANPOWER COST			R
(Tenderer's manpower cost)			
(E11) FACTORY OVERHEADS			R
(Rental, depreciation & amortisation, utility costs, consumables etc.)			
(E12) ADMINISTRATION OVERHEADS AND MARK-UP			R
(Marketing, insurance, financing, interest etc.)			
(E13) TOTAL LOCAL CONTENT			R
This total must correspond with Annex C-C24			
SIGNATURE OF TENDERER FROM ANNEX B			

DATE			

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Electrical Cables – Annex E

((90%) – Refer to the following items in BOQ: P284, item 4-11, P285, item 1-16, P288, item 4-11, P292, item 1

ANNEX E - LOCAL CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C			
NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS			
E1 TENDER NO.: E2 TENDER DESCRIPTION: E3 DESIGNATED PRODUCT: E4 TENDER AUTHORITY: E5 TENDERING ENTITY NAME:			
LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)	DESCRIPTION OF ITEMS PURCHASED (E6)	LOCAL SUPPLIERS (E7)	VALUE (E8)
(E6) TOTAL LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)			R
(E10) MANPOWER COST		(Tenderer's manpower cost)	R
(E11) FACTORY OVERHEADS		(Rental, depreciation & amortisation, utility costs, consumables etc.)	R
(E12) ADMINISTRATION OVERHEADS AND MARK-UP		(Marketing, insurance, financing, interest etc.)	R
(E13) TOTAL LOCAL CONTENT			R
This total must correspond with Annex C-C24			
SIGNATURE OF TENDERER FROM ANNEX B			
<div style="border-bottom: 1px solid black; width: 100%; height: 20px;"></div>			
DATE			
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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Electrical Cables – Annex E

(90%) – Refer to the following items in BOQ: P284, item 4-11, P285, item 1-16, P288, item 4-11, P292, item 1

ANNEX E - LOCAL CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C			
NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS			
E1 TENDER NO.: E2 TENDER DESCRIPTION: E3 DESIGNATED PRODUCT: E4 TENDER AUTHORITY: E5 TENDERING ENTITY NAME:			
LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)	DESCRIPTION OF ITEMS PURCHASED (E6)	LOCAL SUPPLIERS (E7)	VALUE (E8)
(E6) TOTAL LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)			R
(E10) MANPOWER COST			R
(Tenderer's manpower cost)			
(E11) FACTORY OVERHEADS			R
(Rental, depreciation & amortisation, utility costs, consumables etc.)			
(E12) ADMINISTRATION OVERHEADS AND MARK-UP			R
(Marketing, insurance, financing, interest etc.)			
(E13) TOTAL LOCAL CONTENT			R
This total must correspond with Annex C -C24			
SIGNATURE OF TENDERER FROM ANNEX B			
DATE			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Electrical Cables – Annex E

((90%)) – Refer to the following items in BOQ: P284, item 4-11, P285, item 1-16, P288, item 4-11, P292, item 1

ANNEX E - LOCAL CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C			
NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS			
E1 TENDER NO.: E2 TENDER DESCRIPTION: E3 DESIGNATED PRODUCT: E4 TENDER AUTHORITY: E5 TENDERING ENTITY NAME:			
LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)	DESCRIPTION OF ITEMS PURCHASED (E6)	LOCAL SUPPLIERS (E7)	VALUE (E8)
(E6) TOTAL LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)			R
(E10) MANPOWER COST		(Tenderer's manpower cost)	R
(E11) FACTORY OVERHEADS		(Rental, depreciation & amortisation, utility costs, consumables etc.)	R
(E12) ADMINISTRATION OVERHEADS AND MARK-UP		(Marketing, insurance, financing, interest etc.)	R
(E13) TOTAL LOCAL CONTENT			R
This total mus correspond with Annex C -C24			
SIGNATURE OF TENDERER FROM ANNEX B			

DATE			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Valves Products and Actuators – Annex E

(70%) – Refer to the following items in BOQ: P239, item 7, 13, P267, item 2-3, P269, item 13-17

ANNEX E - LOCAL CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C			
NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS			
E1 TENDER NO.: E2 TENDER DESCRIPTION: E3 DESIGNATED PRODUCT: E4 TENDER AUTHORITY: E5 TENDERING ENTITY NAME:			
LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)	DESCRIPTION OF ITEMS PURCHASED (E6)	LOCAL SUPPLIERS (E7)	VALUE (E8)
(E6) TOTAL LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)			R
(E10) MANPOWER COST		(Tenderer's manpower cost)	R
(E11) FACTORY OVERHEADS		(Rental, depreciation & amortisation, utility costs, consumables etc.)	R
(E12) ADMINISTRATION OVERHEADS AND MARK-UP		(Marketing, insurance, financing, interest etc.)	R
(E13) TOTAL LOCAL CONTENT			R
This total must correspond with Annex C -C24			
SIGNATURE OF TENDERER FROM ANNEX B			

DATE			

<input style="width: 80%; height: 20px;" type="text"/>					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Valves Products and Actuators – Annex E

(70%) – Refer to the following items in BOQ: P239, item 7, 13, P267, item 2-3, P269, item 13-17

ANNEX E - LOCAL CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C			
NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS			
E1 TENDER NO.: E2 TENDER DESCRIPTION: E3 DESIGNATED PRODUCT: E4 TENDER AUTHORITY: E5 TENDERING ENTITY NAME:			
LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)	DESCRIPTION OF ITEMS PURCHASED (E6)	LOCAL SUPPLIERS (E7)	VALUE (E8)
(E6) TOTAL LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)			R
(E10) MANPOWER COST		(Tenderer's manpower cost)	R
(E11) FACTORY OVERHEADS		(Rental, depreciation & amortisation, utility costs, consumables etc.)	R
(E12) ADMINISTRATION OVERHEADS AND MARK-UP		(Marketing, insurance, financing, interest etc.)	R
(E13) TOTAL LOCAL CONTENT			R
This total must correspond with Annex C -C24			
SIGNATURE OF TENDERER FROM ANNEX B			

DATE			

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

Valves Products and Actuators – Annex E

(70%) – Refer to the following items in BOQ: P239, item 7, 13, P267, item 2-3, P269, item 13-17

ANNEX E - LOCAL CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C			
NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS			
E1 TENDER NO.: E2 TENDER DESCRIPTION: E3 DESIGNATED PRODUCT: E4 TENDER AUTHORITY: E5 TENDERING ENTITY NAME:			
LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)	DESCRIPTION OF ITEMS PURCHASED (E6)	LOCAL SUPPLIERS (E7)	VALUE (E8)
(E6) TOTAL LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)			R
(E10) MANPOWER COST			R
(Tenderer's manpower cost)			
(E11) FACTORY OVERHEADS			R
(Rental, depreciation & amortisation, utility costs, consumables etc.)			
(E12) ADMINISTRATION OVERHEADS AND MARK-UP			R
(Marketing, insurance, financing, interest etc.)			
(E13) TOTAL LOCAL CONTENT			R
This total must correspond with Annex C -C24			
SIGNATURE OF TENDERER FROM ANNEX B			
DATE			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Valves Products and Actuators – Annex E

(70%) – Refer to the following items in BOQ: P239, item 7, 13, P267, item 2-3, P269, item 13-17

ANNEX E - LOCAL CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C			
NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS			
E1 TENDER NO.: E2 TENDER DESCRIPTION: E3 DESIGNATED PRODUCT: E4 TENDER AUTHORITY: E5 TENDERING ENTITY NAME:			
LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)	DESCRIPTION OF ITEMS PURCHASED (E6)	LOCAL SUPPLIERS (E7)	VALUE (E8)
(E6) TOTAL LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)			R
(E10) MANPOWER COST		(Tenderer's manpower cost)	R
(E11) FACTORY OVERHEADS		(Rental, depreciation & amortisation, utility costs, consumables etc.)	R
(E12) ADMINISTRATION OVERHEADS AND MARK-UP		(Marketing, insurance, financing, interest etc.)	R
(E13) TOTAL LOCAL CONTENT			R
This total must correspond with Annex C -C24			
SIGNATURE OF TENDERER FROM ANNEX B			
DATE			

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Steel Construction Materials – Annex D

(100%) – Refer to the following items in BOQ: P194, item 3-8; P200, item 1-5; P201, item 1-4; P213, item 1-4, P214, item 1-14, P215, item 1-13, P216, item 1-6

ANNEX D - IMPORTED CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C												
NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS												
D1 TENDER NO.: _____ D2 TENDER DESCRIPTION: D3 DESIGNATED PRODUCT: D4 TENDER AUTHORITY: D5 TENDERING ENTITY NAME: D6 TENDER EXCHANGE RATE: D7 SPECIFIED LOCAL CONTENT %:												
PULA <input type="text"/> EU <input type="text"/> GBP <input type="text"/>												
A. EXEMPTED IMPORTED CONTENT				CALCULATION OF IMPORTED CONTENT							SUMMARY	
TENDER ITEM NO (D7)	DESCRIPTION OF IMPORTED CONTENT (D8)	LOCAL SUPPLIER (D9)	OVERSEAS SUPPLIER (D10)	FOREIGN CURRENCY VALUES AS PER COMMERCIAL INVOICE (D11)	TENDER EXCHANGE RATE (D12)	LOCAL VALUE OF IMPORTS (D13)	FREIGHT COSTS TO PORT OF ENTRY (D14)	ALL LOCALLY INCURRED DUTIES (D15)	TOTAL LANDED COST EXCL VAT (D16)	TENDER QUANTITY (D17)	EXEMPTED IMPORTED VALUE (D18)	
										(D19) TOTAL EXEMPT IMPORTED VALUE	R	
This total must correspond with Annex C-C21.												
B. IMPORTED DIRECTLY BY THE TENDERER				CALCULATION OF IMPORTED CONTENT							SUMMARY	
TENDER ITEM NO (D20)	DESCRIPTION OF IMPORTED CONTENT (D21)	UNIT OF MEASURE (D22)	OVERSEAS SUPPLIER (D23)	FOREIGN CURRENCY VALUES AS PER COMMERCIAL INVOICE (D24)	TENDER EXCHANGE RATE (D25)	LOCAL VALUE OF IMPORTS (D26)	FREIGHT COSTS TO PORT OF ENTRY (D27)	ALL LOCALLY INCURRED DUTIES (D28)	TOTAL LANDED COST EXCL VAT (D29)	TENDER QUANTITY (D30)	TOTAL IMPORTED VALUE (D31)	
										(D32) TOTAL IMPORTED VALUE BY TENDERER	R	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Steel Construction Materials – Annex D

(100%) – Refer to the following items in BOQ: P194, item 3-8; P200, item 1-5; P201, item 1-4; P213, item 1-4, P214, item 1-14, P215, item 1-13, P216, item 1-6

ANNEX D - IMPORTED CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C											
NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS											
D1 TENDER NO.: D2 TENDER DESCRIPTION: D3 DESIGNATED PRODUCT: D4 TENDER AUTHORITY: D5 TENDERING ENTITY NAME: D6 TENDER EXCHANGE RATE: D7 SPECIFIED LOCAL CONTENT%:											
PUJA			EU			GBP					
A. EXEMPTED IMPORTED CONTENT				CALCULATION OF IMPORTED CONTENT				SUMMARY			
TENDER ITEM NO (D7)	DESCRIPTION OF IMPORTED CONTENT (D8)	LOCAL SUPPLIER (D9)	OVERSEAS SUPPLIER (D10)	FOREIGN CURRENCY VALUES AS PER COMMERCIAL INVOICE (D11)	TENDER EXCHANGE RATE (D12)	LOCAL VALUE OF IMPORTS (D13)	FREIGHT COSTS TO PORT OF ENTRY (D14)	ALL LOCALLY INCURRED LANDING COSTS & DUTIES (D15)	TOTAL LANDED COST EXCL VAT (D16)	TENDER QUANTITY (D17)	EXEMPTED IMPORTED VALUE (D18)
										(D19) TOTAL EXEMPT IMPORTED VALUE	R
This total must correspond with Annex C-C21											
B. IMPORTED DIRECTLY BY THE TENDERER				CALCULATION OF IMPORTED CONTENT				SUMMARY			
TENDER ITEM NO (D20)	DESCRIPTION OF IMPORTED CONTENT (D21)	UNIT OF MEASURE (D22)	OVERSEAS SUPPLIER (D23)	FOREIGN CURRENCY VALUES AS PER COMMERCIAL INVOICE (D24)	TENDER EXCHANGE RATE (D25)	LOCAL VALUE OF IMPORTS (D26)	FREIGHT COSTS TO PORT OF ENTRY (D27)	ALL LOCALLY INCURRED LANDING COSTS & DUTIES (D28)	TOTAL LANDED COST EXCL VAT (D29)	TENDER QUANTITY (D30)	TOTAL IMPORTED VALUE (D31)
										(D32) TOTAL IMPORTED VALUE BY TENDERER	R

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Steel Construction Materials – Annex E-1

(100%) – Refer to the following items in BOQ: P194, item 3-8; P200, item 1-5; P201, item 1-4; P213, item 1-4, P214, item 1-14, P215, item 1-13, P216, item 1-6

ANNEX E - LOCAL CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C			
NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS			
E1 TENDER NO.: E2 TENDER DESCRIPTION: E3 DESIGNATED PRODUCT: E4 TENDER AUTHORITY: E5 TENDERING ENTITY NAME:			
LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)	DESCRIPTION OF ITEMS PURCHASED (E6)	LOCAL SUPPLIERS (E7)	VALUE (E8)
(E6) TOTAL LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)			R
(E10) MANPOWER COST			R
(Tenderer's manpower cost)			
(E11) FACTORY OVERHEADS			R
(Rental, depreciation & amortisation, utility costs, consumables etc.)			
(E12) ADMINISTRATION OVERHEADS AND MARK-UP			R
(Marketing, insurance, financing, interest etc.)			
(E13) TOTAL LOCAL CONTENT			R
This total mus correspond with Annex C -C24			
SIGNATURE OF TENDERER FROM ANNEX B			

DATE			

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Steel Construction Materials – Annex E-2

(100%) – Refer to the following items in BOQ: P194, item 3-8; P200, item 1-5; P201, item 1-4; P213, item 1-4, P214, item 1-14, P215, item 1-13, P216, item 1-6

ANNEX E - LOCAL CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C			
NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS			
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LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)	DESCRIPTION OF ITEMS PURCHASED (E6)	LOCAL SUPPLIERS (E7)	VALUE (E8)
(E6) TOTAL LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)			R
(E10) MANPOWER COST		(Tenderer's manpower cost)	R
(E11) FACTORY OVERHEADS		(Rental, depreciation & amortisation, utility costs, consumables etc.)	R
(E12) ADMINISTRATION OVERHEADS AND MARK-UP		(Marketing, insurance, financing, interest etc.)	R
(E13) TOTAL LOCAL CONTENT			R
This total must correspond with Annex C -C24			
SIGNATURE OF TENDERER FROM ANNEX B			

DATE			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Steel Construction Materials – Annex E

(100%) – Refer to the following items in BOQ: P194, item 3-8; P200, item 1-5; P201, item 1-4; P213, item 1-4, P214, item 1-14, P215, item 1-13, P216, item 1-6

ANNEX E - LOCAL CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C			
NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS			
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LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)	DESCRIPTION OF ITEMS PURCHASED (E6)	LOCAL SUPPLIERS (E7)	VALUE (E8)
(E6) TOTAL LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)			R
(E10) MANPOWER COST		(Tenderer's manpower cost)	R
(E11) FACTORY OVERHEADS		(Rental, depreciation & amortisation, utility costs, consumables etc.)	R
(E12) ADMINISTRATION OVERHEADS AND MARK-UP		(Marketing, insurance, financing, interest etc.)	R
(E13) TOTAL LOCAL CONTENT			R
This total must correspond with Annex C -C24			
SIGNATURE OF TENDERER FROM ANNEX B			
DATE			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Steel Construction Materials – Annex E

(100%) – Refer to the following items in BOQ: P194, item 3-8; P200, item 1-5; P201, item 1-4; P213, item 1-4, P214, item 1-14, P215, item 1-13, P216, item 1-6

ANNEX E - LOCAL CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C			
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This total must correspond with Annex C -C24			
SIGNATURE OF TENDERER FROM ANNEX B			
DATE			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Steel Construction Materials – Annex E

(100%) – Refer to the following items in BOQ: P194, item 3-8; P200, item 1-5; P201, item 1-4; P213, item 1-4, P214, item 1-14, P215, item 1-13, P216, item 1-6

ANNEX E - LOCAL CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C			
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This total must correspond with Annex C-C24			
SIGNATURE OF TENDERER FROM ANNEX B			

DATE			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Steel Construction Materials – Annex E

(100%) – Refer to the following items in BOQ: P194, item 3-8; P200, item 1-5; P201, item 1-4; P213, item 1-4, P214, item 1-14, P215, item 1-13, P216, item 1-6

ANNEX E - LOCAL CONTENT DECLARATION - SUPPORTING SCHEDULE TO ANNEX C			
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(E12) ADMINISTRATION OVERHEADS AND MARK-UP		(Marketing, insurance, financing, interest etc.)	R
(E13) TOTAL LOCAL CONTENT			R
This total must correspond with Annex C -C24			
SIGNATURE OF TENDERER FROM ANNEX B			

DATE			

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

Steel Construction Materials – Annex E

(100%) – Refer to the following items in BOQ: P194, item 3-8; P200, item 1-5; P201, item 1-4; P213, item 1-4, P214, item 1-14, P215, item 1-13, P216, item 1-6

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(E6) TOTAL LOCAL PRODUCTS (GOODS, SERVICES AND WORKS)			R
(E10) MANPOWER COST		(Tenderer's manpower cost)	R
(E11) FACTORY OVERHEADS		(Rental, depreciation & amortisation, utility costs, consumables etc.)	R
(E12) ADMINISTRATION OVERHEADS AND MARK-UP		(Marketing, insurance, financing, interest etc.)	R
(E13) TOTAL LOCAL CONTENT			R
This total must correspond with Annex C -C24			
SIGNATURE OF TENDERER FROM ANNEX B			
<div style="border-bottom: 1px solid black; width: 100%; height: 20px;"></div>			
DATE			
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<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px;"></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Steel Construction Materials – Annex E

(100%) – Refer to the following items in BOQ: P194, item 3-8; P200, item 1-5; P201, item 1-4; P213, item 1-4, P214, item 1-14, P215, item 1-13, P216, item 1-6

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NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS			
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This total must correspond with Annex C -C24			
SIGNATURE OF TENDERER FROM ANNEX B			
DATE			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT

**CONTRACT NO :DALRRD-RID-FS004(2021/2022)
APPOINTMENT OF A CONTRACTOR TO CONSTRUCT NEW
HOLDING PENS AT THE THABA NCHU ABATTOIR UNDER
MANGAUNG METROPOLITAN MUNICIPALITY: FREE STATE
PROVINCE**

THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA.....	C1.1 – C1.18
PART C2	PRICING DATA.....	C2.1 – C2.9
PART C3	SCOPE OF WORKS.....	C3.1 – C3.46
PART C4	SITE INFORMATION.....	C4.1 – C4.3
PART C5	ANNEXURES	C5.1 – C5.36

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C1: AGREEMENTS AND CONTRACT DATA

INDEX

Section	Description	Page No
C1.1	FORM OF OFFER AND ACCEPTANCE.....	C1.1.1
C1.2	CONTRACT DATA.....	C1.2.1
C1.3	FORM OF GUARANTEE.....	C1.3.1
C1.4	OCCUPATIONAL HEALTH AND SAFETY AGREEMENT.....	C1.4.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

OFFER

APPOINTMENT OF A CONTRACTOR TO CONSTRUCT NEW HOLDING PENS AT THE THABA NCHU ABATTOIR UNDER MANGAUNG METROPOLITAN MUNICIPALITY: FREE STATE PROVINCE

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

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

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

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

Rand *[in words]*; R _____ *[in figures]*.

(Should there be a discrepancy between the amount in words and the amount in figures then the amount in figures shall govern.)

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 before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

FOR THE TENDERER:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

Name and Signature
Of Witness

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACCEPTANCE

**APPOINTMENT OF A CONTRACTOR TO CONSTRUCT NEW HOLDING PENS AT THE THABA NCHU
ABATTOIR UNDER MANGAUNG METROPOLITAN MUNICIPALITY: FREE STATE PROVINCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement, between the Employer and the Bidder 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

Section 1.1 (which includes this Agreement)

Section 1.2 (which includes this Agreement)

Section 2 Form of Bid

And drawings and documents or parts thereof, which may be incorporated by reference into Section 1 to Section 7 above.

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

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date of the acceptance of the Tenderer's Offer.. Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

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

FOR THE EMPLOYER:

Signature(s)

Name(s)

Capacity

Department of Agriculture Land Reform and Rural Development
136 Charlotte Maxeke Street
Bloemfontein
9300

Name and Signature
Of Witness

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE OF DEVIATIONS

Notes:

- 1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
- 2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
- 4. Any change or addition to the bid documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1 Subject _____
Details _____

2 Subject _____
Details _____

3 Subject _____
Details _____

4 Subject _____
Details _____

5 Subject _____
Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder 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 bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

FOR THE TENDERER:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

Name and Signature
Of Witness

Date

FOR THE EMPLOYER:

Signature(s)

Name(s)

Capacity

Department of Agriculture Land Reform and Rural Development
136 Charlotte Maxeke Street
Bloemfontein
9300

Name and Signature
Of Witness

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 CONTRACT DATA

C1.2.1 THE JOINT BUILDING CONTRACTS COMMITTEE

The Conditions of Contract are the **JBCC Series 2000 Principal Building Agreement (March 2014 edition 6.1)** published by the Joint Building Contract Committee.

Copies of these documents may be obtained from the **Association of South African Quantity Surveyors (011-315 4140)**, the **Master Builders Association (011-205 9000)**, the **South African Association of Consulting Engineers (011-463 2022)** or the **South African Institute of Architects (011-486 0684)**.

C1.2.2 CHANGES TO THE JBCC PRINCIPAL AGREEMENT

The tenderer attention is drawn to the Bill 1 of the Bills of Quantities. **The amendments contained herein or in the single referenced Annexure (as per the signed Contract Data) constitute the only amendments to the standard JBCC Agreement that will apply. No other amendments shall be of any force or effect.**

All Errata issued by the JBCC is listed in the Bills of Quantities and not listed below. Should there be any discrepancy between the clause amendments below and Bill 1, Bill 1 will take precedence.

Clause 1.0: Definitions

Clause	Data
1.1	<p>The definition of agreement is replaced with the following definition :</p> <p>"AGREEMENT : The JBCC Principal Building Agreement, the completed JBCC PBA contract data, the contract drawings, the priced documents and any other documents reduced to writing and signed by the parties"</p> <p>NAME OF EMPLOYER: Department of Rural Development and Land Reform.</p>
1.3	<p>Add the following new clause: "1.3"</p> <p>The tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English.</p>

Clause 2.0: Law, Regulations and Notice

2.1	<p>Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works (a copy of the relevant specification is attached) and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1]</p> <p>The contractor shall:</p> <ol style="list-style-type: none"> 1. Comply with the health and safety specification for the works 2. Prepare and agree with the health and safety consultant the health and safety plan for the works 3. Co-operate with the health and safety consultant in all respects
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause 3.0: Offer and Acceptance

	<i>No change from Principal Building Agreement</i>
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Clause 4.0: Assignment and Cession

	<i>No change from Principal Building Agreement</i>
--	--

Clause 5.0: Contract Documents

Clause	Data
5.1	Add the following to the clause: The original signed set of contract documents is to be held by the Employer .

Clause 6.0: Employer's Agent

6.2	<p>Delegated authority</p> <p>The authority of the principal agent to issue contract instructions and perform duties for specific aspects of the works is delegated to agents as follows [6.2]:</p> <p>This delegated authority will be defined in writing when the site is handed over to the contractor.</p>
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Clause 7.0: Design Responsibility

	<i>No change from Principal Building Agreement</i>
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Clause 8.0: Works Risk

	<i>No change from Principal Building Agreement</i>
--	--

Clause 9.0: Indemnities

	<i>No change from Principal Building Agreement</i>
--	--

Clause 10.0: Insurances

Clause	Data
10.1.2	<p>Add the following to the clause:</p> <p>The Contractor will affect Contract Works Insurance to be limited to, the Tender amount including VAT plus 20%, and Public Liability to be limited to R7 000 000 under the contract. The contractor must ensure that any damage to the existing building (e.g. structural) be included in his Public Liability insurance.</p> <p>The Employer will not provide for any insurance as it will be provided for by the Contractor.</p>

Clause 11.0: Security

	<i>No change from Principal Building Agreement</i>
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Clause 12.0: Duties of the Parties

12.1.1 12.1.2 to 12.1.6 and 12.2.18	<p>The employer shall provide a guarantee for payment</p> <p>Provisions of clauses 12.1.2 to 12.1.6 and 12.2.18</p> <p>Refer to the contract data, the Preliminaries document and "Section B : Preliminaries" of this Bill No. 1 with reference to the provisions of clauses 12.1.2 to 12.1.6 and 12.2.18 of the JBCC Principal Building Agreement</p>
---	---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause 13.0: Setting Out

No change from Principal Building Agreement

Clause 14.0: Nominated Subcontractors

No change from Principal Building Agreement

Clause 15.0: Selected Subcontractors

No change from Principal Building Agreement

Clause 16.0: Direct Contractors

16.1	<p>Attendance on direct contractors</p> <p>In respect of direct contractors the contractor shall:</p> <ol style="list-style-type: none">1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials2. Allow the use of personnel welfare facilities, where provided3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [16.1]
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Clause 17.0: Contract Instructions

Instructions issued on **site** are to be recorded in a site instruction book which is to be supplied and maintained on **site** by the **contractor**

Clause 18.0: Interim Completion

No change from Principal Building Agreement

Clause 19.0: Practical Completion

Add the following to the clauses:

“The time to achieve practical completion is Five (5) months”

Clause 20.0: Sectional Completion

No change from Principal Building Agreement

Clause 21.0: Defects Liability Period and Final Completion

Change the period from ninety (90)

Clause 22.0: Latent Defects Liability Period

No change from Principal Building Agreement

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clause 23.0: Revision of the Date for Practical Completion

Clause	Data
17.1.8, 23.1 & 2	The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8, 23.1 & 2]

Clause 24.0: Penalty for Late or No-Completion

Clause	Data
	<p>Add the following to the clause:</p> <p>It is therefore the contractor's responsibility to ensure that Practical Completion is achieved by the due date, failing which penalties per calendar day which the contractor falls behind, will be charged until such time that works are completed in full.</p> <p>The penalty for failing to complete the Works is: R2000.00 per calendar day.</p>

Clause 25.0: Payment

Clause	Data
25.7	<p>Replace clause 25.7 with the following:</p> <p>The Employer shall pay the Contractor the amount certified within 30 (thirty) calendar days from the date of receipt of the Contractor's original VAT Invoice in support of payment certificate at the Physical address of the Employer.</p> <p>Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing</p>

Clause 26.0: Adjustment of the Contractor Value and Final Account

Clause	Data
26.1	<p>Add the following to the existing clause</p> <p>Any Contract Variations with a financial implication must be approved by the Department in line with the Departmental Approved Supply Chain Management Delegation of Authority.</p>
26.6	<p>Contingencies: Contingencies are under the sole control of the Department and upon approval in line with the Departmental Approved Supply Chain Management Delegation of Authority.</p> <p>Add the following to the existing clause</p> <p>The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim [26.6]</p>

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clause 27.0: Recovery of Expense and/or Loss

	<i>No change from Principal Building Agreement</i>
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Clause 28.0: Suspension by the Contractor

	<i>No change from Principal Building Agreement</i>
--	--

Clause 29.0: Termination

	<i>No change from Principal Building Agreement</i>
--	--

Clause 30.0: Dispute Resolution

	<i>No change from Principal Building Agreement</i>
--	--

AGREEMENT

The second sentence of the introduction where the parties sign the agreement, namely "Any provision in this agreement..... acceptance by such subcontractor at any time." is deemed to be deleted

The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties

CONTRACT DATA

Payment of preliminaries

Where Option B is applicable and the initial **construction period** is extended the monthly charge shall be recalculated on the same basis as was initially applied but taking into account the revised **construction period** and the amounts already paid to the **contractor** [CD26.0]

Adjustment of preliminaries

Where the adjustment of **preliminaries** is in terms of Option A, the **construction period** and the initial **construction period** shall be calculated in **working days** [CD 26.0]

Where the adjustment of **preliminaries** is in terms of Option A and sectional completion is required, the **contractor** shall provide the **principal agent** with the division of the categorised amounts into **sections**. Should the **contractor** fail to provide such information within the period stipulated, the categorised amounts shall be prorated to the value of each **section** [CD 26.0]

Where the adjustment of **preliminaries** is required in terms of Option B and sectional completion is required, the **contractor** shall provide the **principal agent** with details of the resources required for each **section** and those that are common to **sections**. Should the **contractor** fail to provide such information

within the period stipulated, Option A shall apply [CD 26.0]

<input type="text"/>					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.2.1 TENDER INFORMATION

CLAUSE	DATA PROVIDED BY THE EMPLOYER
A1	<p><u>Project name</u></p> <p>APPOINTMENT OF A CONTRACTOR TO CONSTRUCT NEW HOLDING PENS AT THE THABA NCHU ABATTOIR UNDER MANGAUNG METROPOLITAN MUNICIPALITY: FREE STATE PROVINCE</p>
A2	<p><u>Works description</u></p> <p>1 HOLDING PENS</p> <ul style="list-style-type: none"> • Demolishing of existing holding pens • Construction of new holding pens • New roof sheeting • New internal drainage • Connection to existing services
A3	<p><u>Site Description</u></p> <p>Erf No/Township: Thaba Nchu, Free State</p> <p>Local authority: Mangaung Metro Municipality</p> <p>Street address: Off Jan Van Riebeeck Street GPS Coordinates: 29°13'21.8"S 26°51'15.0"E</p>
A4	<p><u>Employer:</u> DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM</p> <p>Postal address: Private Bag X 20546 BLOEMFONTEIN 9300</p> <p>Physical address: 136 Charlotte Maxeke Street BLOEMFONTEIN 9300</p> <p>Telephone no: 051 400 4200 Facsimile no: 086 536 6113 E-mail: momelezi.twantwa@dalrrd.gov.za</p>
A5	<p><u>Project Manager:</u> Mrs Sibongile Mankahla</p> <p>Postal address: Private Bag X 20546 BLOEMFONTEIN 9300</p> <p>Telephone no: 071 331 6342 E-mail: sibongile.mankahla@dalrrd.gov.za</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A6	<p><u>Principle Agent:</u> Sibongile Mankahla</p> <p>Physical address: 136 Charlotte Maxeke Bloemfontein 9300</p> <p>Tel No: 051 400 4200</p> <p>E-mail: sibongile.mankahla@dalrrd.gov.za Cell : 071 331 6342</p>
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C1.2.2 Applicable Contract Data

CLAUSE	DATA PROVIDED BY THE EMPLOYER
B2	<p><u>Law, regulations and notices</u></p> <p>Law of the country applicable to the project: South Africa</p>
B5	<p><u>Contract documents</u></p> <p>The original signed set of contract documents is to be held by the Employer.</p> <p><u>Priced document</u></p> <p>A Priced bills of quantities (BoQ) will apply</p>
B10	<p><u>Insurances</u></p> <p>The Contractor will affect Contract Works Insurance to be limited to, the Tender amount including VAT plus 20%, and Public Liability to be limited to R7 000 000 under the contract. The contractor must ensure that any damage to the existing building (e.g. structural) be included in his Public Liability insurance.</p>
B11	<p><u>Security</u></p> <p>The contractor shall provide a Guarantee for Construction to the employer.</p>
B12	<p><u>Duties of the parties = employer = site</u></p> <p>9.2.7 Alterations & additions to existing premises – Yes</p> <p>12.1.2 Premises occupied - yes/no identify area – Yes, external to the building to be refurbished</p> <p>12.1.3 Relevant natural features to be retained / relocated / removed – to be retained</p> <p>12.1.6 Statutory and/or other notices to be complied with by the contractor before possession of site can be given</p> <p>(a) Approved Health and Safety Plan (b) Approved Environmental Plan (c) Guarantee / Securities (d) Insurances</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	(e) Approved programme
12.1.7	<p>Possession of the site - intended date</p> <p>Within 120 days from close of tenders provided that the Contractor has complied with the following</p>
12.2.9	<p>In addition to the clause will be expanded to include:</p> <p>“The contractor’s programme will adhere to the following minimum requirements:</p> <ul style="list-style-type: none"> • the commencement date, the due completion date and the planned completion date; • the sequence, timing and resources for carrying out the works; • the dates for site access, possession, approvals, instructions, inspections, tests, and all required information; • the events that influence the carrying out of the works, including the float and the contractor’s time risk allowances; • other programming information set out in the scope of works; • a detailed cash flow; and • include an update indicating the actual progress against the planned progress at least once a month.”
19/20/24	<p><u>Practical completion / penalty for late completion</u></p> <p><i>Add the following to the existing Clauses:</i></p> <p>“The penalty for failing to complete the Works is: R 2000 per calendar day”.</p>
B19	<p><u>Practical completion</u></p> <p><i>Add the following to the clauses:</i></p> <p><i>“The time to achieve practical completion is Five (5) months”</i></p>
B25	<p><u>Payment</u></p> <p>Currency: ZAR</p>
25.3.4/ 26.9.5	<p>Contract price adjustment provisions: Will be applied according to the Haylett formula.</p>

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

C1.2.3 TENDER CLOSING

Please refer to the tender conditions.

C1.2.4 TENDER'S SELECTION

CLAUSE	DATA PROVIDED BY THE TENDERER
E11 11.1.2 11.1.3	<p><u>Securities</u></p> <p>Guarantee for construction – yes/no <input type="checkbox"/></p> <p>Guarantee for Construction (fixed) – yes/no <input type="checkbox"/></p>
E26	<p><u>Payment / Adjustment of Preliminaries</u></p> <p>Payment of preliminaries</p> <p>Alternative A <input type="checkbox"/> or Alternative B <input type="checkbox"/></p> <p>Adjustment of preliminaries [26.9.4]</p> <p>Alternative A <input type="checkbox"/> or Alternative B <input type="checkbox"/></p> <p>Note 4 on page 10 of the contract data</p> <p>Note 4 on page 10 of the contract data which relates to any benefit or right in favour of any subcontractor shall be deemed to be deleted</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3 PERFORMANCE GUARANTEE (PRO-FORMA)

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

Employer means **DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM**

Contractor means

Agent means

(Compiler to insert name of agent)

Works means

(Compiler to provide reference number and title of contract)

Site means

(Compiler to enter site as described in the Contract Data)

Agreement means the General Conditions of Contract for Construction Works 2010

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

Amount in figures R

Amount in words (Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words (Rand)

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

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

2 The Guarantor hereby acknowledges that:

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

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

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

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

- 3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2
 - 3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.
 - 3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.
- 4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:
 - 4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation;
or
 - 4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.
- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

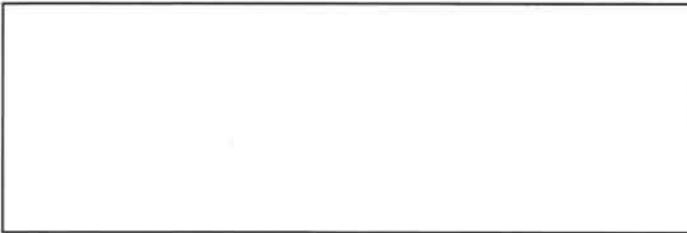
Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at Date

Guarantor's Signatory 1 Guarantor's Signatory 2

Witness 1 Witness 2

Guarantor's seal or stamp



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LIST OF INSTITUTIONS FROM WHICH CONTRACT SURETIES CAN BE ACCEPTED:

1. ABSA Bank
2. Credit Agricole Indosuez (South Africa Branch)
3. Development Bank of South Africa
4. FirstRand Bank
5. ING Bank N.V. (South Africa Branch)
6. Investec Bank
7. Landbank
8. National Housing Finance Co.
9. Nedcor Bank
10. South African Reserve Bank
11. Standard Bank
12. AIG South Africa
13. Credit Guarantee Insurance Co
14. Emerald Insurance Company
15. Federated Employers Mutual Assurance Co
16. Global Insurance Company
17. Guardrisk Insurance Company
18. Hannover Re:
19. Home Loan Guarantee Company
20. Lion of Africa Insurance Company
21. Metropolitan Life
22. Metropolitan Odyssey Ltd
23. MUA Insurance
24. Mutual & Federal Insurance Company
25. Rand Mutual Assurance Company
26. Regent Insurance Company
27. SA Eagle Insurance Company
28. Lombard Insurance

NB: List of institutions is not limited to the above mentioned; the tenderer may use any other accredited institution to offer contract sureties.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

This agreement is mandatory for all contractors appointed by the Department of Rural Development and Land Reform.

This agreement is between:

THE CONTRACTOR:

Herein represented by

In his capacity as Being duly authorized hereto hereinafter referred to as "contractor".

Compensation Commissioner Number:

(Attach a copy of the Registration Certificate to this agreement)

Company : Name:
Registration Number:

CEO : Name:
ID Number:
Physical Address:
.....

And the

**DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT
(Hereinafter referred to as "the Department")**

1. DEFINITIONS

- 1.1 **CONTRACTOR** Means the "Contractor" as defined in the "Principal Contract" Annexed hereto in his capacity as mandatory.
- 1.2 **MANDATORY** Includes an agent, contractor or subcontractor for work to be done or service rendered, but without derogating from his status in his own right as an employer of people or user of equipment, machinery, tools or materials.
- 1.3 **THE PRINCIPAL CONTRACT** Means the contract annexed hereto as annexure "A".
- 1.4 **DEPARTMENT Development** Means the Department of Agriculture Land Reform and Rural Development
- 1.5 **RISK CONTROL OFFICER** A person appointed in writing by Department.

1.6 Any definitions contained in any Statute hereinafter mentioned shall have the meaning

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

allocated to it by the specific statute.

2. OBJECTIVE

- 2.1 Whereas Department and the Contractor have entered into a contract for service (work) as fully indicated in the "Principle Contract" and whereas the "Contractor" agreed to indemnify Department against the risks stated hereunder whether foreseeable or not, and, whereas it is agreed between the parties that it is of cardinal importance to safeguard both Department and the Contractor's obligation in terms of relevant legislation as well as to extend the obligation as a company and/or legal person and/or person as an entity concerned with health, safety and the environment.
- 2.2 These rules are applicable to all contractors performing work for Department within the jurisdictional area of the Department and on any premises which are owned, rented or developed by the Department.
- 2.3 The Department acts through those officials or persons who are generally or specifically charge with the responsibility, in terms of legislation, as well as any other official or person who is generally or specifically charged with the control and supervision of the project.

IT IS HEREBY AGREED AS FOLLOWS:

3. INDEMNITIES

- 3.1 The "Contractor" hereby indemnifies the "Department" against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non compliance by the "Contractor" of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:
- 3.1.1 The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2003 as promulgated on 18 July 2003, in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 25207 and Regulation Gazette No. 7721. See Annexure B.
 - 3.1.2 The Health Act 63 of 1977.
 - 3.1.3 Road Traffic Act 29 of 1989 (as amended).
 - 3.1.4 Environment Conservation Act 73 of 1989.
 - 3.1.5 The National Water Act 36 of 1998.
 - 3.1.6 The Criminal Procedure Act 51 of 1977.
 - 3.1.7 The Explosives Act 26 of 1956.
 - 3.1.8 The Arms and Ammunition Act 75 of 1969.
 - 3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.
 - 3.1.10 The Labor Relations Act 66 of 1995.
 - 3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).
 - 3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).
 - 3.1.13 Standards Act 29 of 1993.
 - 3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the "Principal Contract".
 - 3.1.15 Any other health and safety standard prescribed by the "Department".
- 3.2 The "Contractor" shall ensure that he familiarizes himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

the statutory provisions contained in them.

- 3.3 The "Contractor" shall indemnify the "Department" in respect of any physical loss or damage to any plant, equipment or other property belonging to the "Contractor" or for which he is responsible and he hereby indemnifies the "Department" against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any subcontractor, agent or employee of the subcontractor.
- 3.4 The "Contractor" shall and hereby indemnifies the "Department" against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whatsoever arising out of or in the course of or caused by the execution of the "Principal Contract".
- 3.5 The "Contractor" shall and hereby indemnifies the "Department" against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the "Principal Contract" and due to any act or omission of the "Contractor", his agents, servants or subcontractors.

4. PERFORMANCE SAFE WORKING PRACTICE

- 4.1 The "Department" requires a high standard of safe work performance from all employees and expects that the standard be maintained by the "Contractor" within the "Department's" jurisdictional area or on its premises.
- 4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the "Contractor" in rendering services or indemnify the "Contractor" from any legal responsibility to ensure healthy and safe work circumstances.
- 4.3 The "Department" shall assist the "Contractor" in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

5. LOCK OUT PROCEDURE

- 5.1 When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the "off" or "closed" position and locked.
- 5.2 Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

6. CRANES, VEHICLES AND HOISTING

- 6.1 For each crane or hoisting equipment used, the "Contractor" must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the "Department".

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

6.2 Only trained personnel with written permission and where determined by Law, with a valid driver's license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self driven forklift, tractor or any other crane or vehicle. No employee of the "Contractor" may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:

- i) An agreement was concluded with the "Department".
- ii) Approval has been obtained from the "Department" to perform the work.
- iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.

6.3 The "Contractor" shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the "Contractor"

7. MACHINE VALANCES, PROTECTION AN FENDING

7.1 No machine valances, protection or fencing may be removed from machines, manholes, etc without the written permission of "Department" if applicable exemption procedures were not appropriated.

8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT

8.1 No equipment or appliance belonging to "Department" may be used without written permission from "Department".

8.2 Unless prior arranged, "Contractors" must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the "Contractor" with respect to loss, damage and theft.

8.3 In exceptional cases, where tools and equipment belonging to "Department" are used to finish the contract, the said equipment and tools are used on own risk and the "Contractor" indemnifies "Department" from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The "Contractor" is responsible for the returning of said tools and equipment in the same condition or better. The "Contractor" is responsible to "Department" for any damage or excessive wear of such tools or equipment and material.

9. EXCAVATIONS

9.1 Before any excavations commence, written permission must be obtained from "Department" to confirm the location of existing electrical cables, water pipes, etc.

9.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.

9.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 9.4 If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the Department of Labour (OHS) and "Department" for approval.
- 9.5 Written permission must be obtained from "Department" to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

10. FIRST AID

- 10.1 The "Contractor" must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations:
 - (i) SA Red Cross Association;
 - (ii) St Johns Ambulance;
 - (iii) SA First Aid League; or
 - (iv) A person or organization approved by the Chief inspector for this purpose.
- 10.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency "Department's" Ambulance / Fire Department or emergency services may be contacted at

11. FLAMMABLE LIQUIDS

- 11.1 The "Contractor" shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The "Contractor's" employees must be informed of "Department's" fire prevention measures and evacuation procedures.

12. COMPENSATION BY CONTRACTOR

- 12.1 The "Contractor" shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all law suits, claims, costs, charges, fines and expenses due to negligence, violation of statutory liability or neglect of the "Contractor" or the "Contractor's" employees.

13. TRANSGRESSION OF RULES AND MISBEHAVIOUR

- 13.1 The "Contractor" is warned that any act(s) leading to damage or loss of employees of the "Contractor" or the "Department" shall not be tolerated. The "Department" may (without any reason) demand that any employee of the "Contractor" be withdrawn from the principal "Contract" or site.

14. INCIDENT REPORTING

- 14.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the "Contractor", to the Department of Labour, as well as to the "Department" and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday to
The "Department" shall further be provided with a written report relating to any incident.

- 14.2 The "Department" will obtain an interest in the issue of any formal inquiry conducted in

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

terms of the Occupational Health and Safety Act in any incident involving the "Contractor" and/or his employees and/or his subcontractors.

14.3 The "Contractor" undertakes to report to "Department" anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.

15. LIAISON AND SUPERVISION

15.1 The "Contractor" hereby undertakes to liaise on a regular basis with the designated Risk Control Officer and "Department" representative regarding any hazards or incidents that may be identified or encountered during the performance of the "Principal Contract".

16. SERVICE INTERRUPTION

16.1 Should any work done by the "Contractor" cause a possible interruption, written permission must be obtained from "Department", before such work commences. The "Contractor" may not switch on or off any compressed air, steam, oxygen, vacuum supply or electrical supply without written permission from the "Department".

17. CONFIDENTIALITY

17.1 The "Contractor" and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.

17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the "Department".

17.3 The "Contractor" shall not put up any advertisements or billboard at the site without permission.

17.4 The "Contractor" shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the "Department", or have photographs taken, published or let it be published.

18. CONTRACT SITE AND PRESERVATION

18.1 Employees of the "Contractor" shall not be allowed entrance to the site unless a valid identity document, issued by "Department", is displayed. The mentioned documents shall only be valid for a limited period, where after it must be renewed.

19. COMPLETION OF WORK

19.1 The "Contractor" or his employees shall not leave the contract site before the "Department" is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

20. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS

20.1 The "Contractor" shall ensure that no liquor, drugs, dangerous weapons or firearms be brought onto the premises.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

21. SEARCHES

21.1 The "Contractor" and any person engaged in the contract work may at any time be searched by "Department" appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to them being brought onto the property or leaving the property.

22. GENERAL CONDITIONS

22.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the "Contractor-"

22.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;

22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of "Department" in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;

22.1.3 shall indemnify the "Department" against any or all liability which may be incurred by the "Department" as a result of the omission of the "Contractor", his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;

22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which "Department" may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the "Department" as a result of the contravention or non-compliance by the "Contractor", his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.

22.1.5 Should the "Contractor" neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the "Department" shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay "Department", upon demand, all costs and expenses incurred by "Department", in order to execute or have the said orders executed.

22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the "Department" will be entitled to terminate the contract without incurring any further costs or claims from the contractor?

23. "CONTRACTOR" IDENTIFICATION BOARD

23.1 The "Contractor" shall provide on any work premises a temporary identification board containing at all worksites the following information:

<input type="text"/>					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Company name
On behalf of which division/department the work is being done
The contact number and name of the person representing the "Contractor"
The contact number and name of the person representing "Department"

24. ACKNOWLEDGEMENT

24.1 The "Contractor" hereby acknowledges that he has read and received a copy of the "Principal Contract" and agrees to be bound by and undertakes to observe all the terms and conditions of the "Principal Contract". This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

25. EXCEPTIONS AND OMISSIONS

26. REMARKS

THE CONTRACTOR

SIGNED AT ON THIS DAY OF

WITNESSES:

.....
THE CONTRACTOR

- 1.
- 2.

THE DEPARTMENT

SIGNED AT ON THIS DAY OF

WITNESSES:

--	--	--	--	--	--

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

..... 1.
THE DEPARTMENT
2.

INDEMNITY CERTIFICATE

Contractor : _____

Employer : Department of Rural Development and Land Reform

Contract : _____

I/we _____ Hereafter the "Contractor"

"Contractor" hereby indemnifies the Department against any claim of whatever sort which may arise directly or indirectly from the execution by me/us of the above-mentioned contract and which may be instituted against "Department", as well as of any loss or damage which the "Department" suffers or expenditure the "Department" incurs to prevent responsibility for such claim, loss or damage, whatever the cause of such claim may be or whatever loss or damage the "Department" suffers.

THUS done and signed at on this day
of..... 200....

WITNESSES:

1.
.....

CONTRACTOR

2.
.....

DEPARTMENT

R 2
REVENUE STAMP

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

ACKNOWLEDGEMENT CERTIFICATE

I, in my capacity as.....

Duly authorized hereto.....representing

..... Contractors, acknowledge receipt
Of a copy of the Department's safety manual for contractors and the under mentioned person as my supervisor regarding all works and services which must be executed by the Contractor. The appointment is done in terms of the Occupational Health and Safety Act, 1993 (Act 85/1993).

SIGNED AT ON 200...

I, accept the abovementioned appointment, and declare that I am familiar with the contents of the Department Safety Manual for contractors.

CASUALTIES REGISTRATION NUMBER

SIGNED AT ON 200....

SIGNATURE:

WITNESSES: 1.
2.

A copy of this certificate shall be submitted to the "Department" before any work commences.

R 2
REVENUE STAMP

--	--	--	--	--	--

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

C2 PRICING INSTRUCTIONS

APPOINTMENT OF A CONTRACTOR TO CONSTRUCT NEW HOLDING PENS AT THE THABA NCHU ABATTOIR UNDER MANGAUNG METROPOLITAN MUNICIPALITY: FREE STATE PROVINCE

C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
 - b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
 - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.1, March 2014. 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 The "Model Preambles for Trades – 1999 Edition" as recommended and published by the Association of South African Quantity Surveyors, as referred to hereafter, will be applicable on this contract.

This document will be available at the Quantity Surveyor's office during normal office hours if needed.
- 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 Bids. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up these Bills of Quantities are kept by the quantity surveyor 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) 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 Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section 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 Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 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 if Value Related
 - c) 75 percent is Time Related.
- 14 The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.2 BILLS OF QUANTITIES

Item No		Quantity	Amount
	<p><u>SECTION 1 - BILL 1</u></p> <p><u>PRELIMINARIES</u></p> <p><u>BUILDING AGREEMENT AND PRELIMINARIES</u></p> <p>The JBCC Principal Building Agreement (March 2014 Edition 6.1) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described</p> <p>The JBCC Principal Building Agreement contract data form an integral part of this agreement</p> <p>The ASAQS Preliminaries (March 2014 edition) published by the Association of South African Quantity Surveyors for use with the JBCC Principal Building Agreement shall be deemed to be incorporated in these bills of quantities</p> <p>The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause</p> <p>The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this agreement such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents</p> <p>Where any item is not relevant to this agreement such item is marked N/A (signifying "not applicable")</p> <p><u>PREAMBLES FOR TRADES</u></p> <p>The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained</p> <p>Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the Model Preambles</p>		
		Carried Forward	R
	<p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES</p>		
		<i>VDO Consultants</i>	

Brought Forward		R	
<p>The contractor's prices for all items throughout these bills of quantities shall take account of and include for all of the obligations, requirements and specifications given in the Model Preambles and in any supplementary preambles</p> <p><u>PRICING OF PRELIMINARIES</u></p> <p>Should the contractor select Option A in terms of clause 26.9.4 of the contract data for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)</p> <p><u>SECTION A: PRINCIPAL BUILDING AGREEMENT</u></p> <p><u>INTERPRETATION (A1-A7)</u></p> <p>1 Clause 1.0 - Definitions and interpretation</p> <p>Pricing of bills of quantities</p> <p>The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes, imposts, establishment charges, overheads, profit and all other obligations arising out of the agreement</p> <p>Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained</p> <p>2 Prices for all plant, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary</p> <p>Legal status of contractor</p> <p>If the contractor constitutes a joint venture consortium or other unincorporated grouping of two or more persons then:</p> <p>1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement</p>			Item
Carried Forward		R	
<p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES</p> <p style="text-align: right;">VDO Consultants</p>			

	Brought Forward	R
3	Clause 2.0 - Law, regulations and notices	
4	<u>Health and safety</u> Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works (refer to Annexures for a copy of the relevant specification) and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works . The contractor shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1] See Health and Safety Specification Document and Base Line Risk Assessment	Item
5	Clause 3.0 - Offer and acceptance	Item
6	Clause 4.0 - Assignment and cession	Item
7	Clause 5.0 - Contract documents	Item
8	Clause 6.0 - Employer's agents	
9	<u>Delegated authority</u> The authority of the principal agent to perform duties for specific aspects of the works is delegated to the agents	Item
10	Clause 7.0 - Design responsibility	Item
	<u>INSURANCE AND SECURITY (A8-A11)</u>	
11	Clause 8.0 - Works risk	Item
12	Clause 9.0 - Indemnities	Item
13	Clause 10.0 - Insurances	Item
14	Clause 11.0 - Security	Item
	<u>EXECUTION (A12 - A17)</u>	
15	Clause 12.0 - Duties of the parties	Item
	Carried Forward	R
Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES		
<i>VDO Consultants</i>		

	Brought Forward	R
16 Clause 13.0 - Setting out		Item
17 Clause 14.0 - Nominated subcontractors		Item
18 Clause 15.0 - Selected subcontractors		Item
19 Clause 16.0 - Direct contractors		Item
20 Clause 17.0 - Contract instructions		Item
<u>COMPLETION (A18 - A24)</u>		
21 Clause 18.0 - Interim completion		Item
22 Clause 19.0 - Practical completion		Item
23 Clause 20.0 - Sectional completion		Item
24 Clause 21.0 - Defects liability period and final completion		Item
25 Clause 22.0 - Latent defects liability period		Item
26 Clause 23.0 - Revision of date for practical completion		Item
27 Clause 24.0 - Penalty for late or non-completion		Item
<u>PAYMENT (A25 - A27)</u>		
28 Clause 25.0 - Payment		Item
Sub-clause 25.7 shall be altered by deleting the entire clause and adding the following in lieu thereof :		
The Employer shall pay to the contractor the amount certified in an issued payment certificate within (30) thirty calender days of the date of issue of the payment certificate (CD) including default and/or compensatory interest		
29 Clause 26.0 - Adjustment of the contract value and final account		Item
30 Clause 27.0 - Recovery of expense and/or loss		Item
<u>SUSPENSION AND TERMINATION (A28 - A29)</u>		
31 Clause 28.0 - Suspension by the contractor		Item
Carried Forward		R
Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES		
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	Brought Forward	R
<u>SECTION B: PRELIMINARIES</u>		
<u>Interpretation (B1)</u>		
34	Clause 1.1 - Definitions	Item
35	Clause 1.2 - Interpretation	Item
<u>Documents (B2)</u>		
36	Clause 2.1 - Checking of documents	Item
37	Clause 2.2 - Provisional bills of quantities	Item
38	Clause 2.3 - Availability of construction information	Item
<u>Previous work and adjoining properties (B3)</u>		
39	Clause 3.1 - Previous work - dimensional accuracy	Item
40	Clause 3.2 - Previous work - defects	Item
41	Clause 3.3 - Inspection of adjoining properties	Item
<u>Samples, shop drawings and manufacturer's instructions (B4)</u>		
42	Clause 4.1 - Samples of materials	Item
43	Clause 4.2 - Workmanship samples	Item
44	Clause 4.3 - Shop drawings	
	Tenderers are to allow for Shop Drawings all Structural Steel	Item
45	Clause 4.4 - Compliance with manufacturer's instructions	Item
<u>Deposits and fees (B5)</u>		
46	Clause 5.1 - Deposits and fees	Item
<u>Temporary services (B6)</u>		
47	Clause 6.1 - Water	Item
48	Clause 6.2 - Electricity	Item
	Carried Forward	R
Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES		
<i>VDO Consultants</i>		

	Brought Forward	R
49 Clause 6.3 - Ablution and welfare facilities		Item
50 Clause 6.4 - Communication facilities		Item
<u>Prime cost amounts (B7)</u>		
51 Clause 7.1 - Responsibility for prime cost amounts		Item
<u>Attendance on subcontractors (B8)</u>		
52 Clause 8.1 - General attendance		Item
53 Clause 8.2 - Special attendance		Item
<u>General (B9)</u>		
54 Clause 9.1 - Protection of the works		Item
55 Clause 9.2 - Protection/isolation of existing/sectionally occupied works		Item
56 Clause 9.3 - Security of the works		Item
57 Clause 9.4 - Notice before covering work		Item
58 Clause 9.5 - Disturbance		Item
59 Clause 9.6 - Environmental disturbance		Item
60 Clause 9.7 - Works cleaning and clearing		Item
61 Clause 9.8 - Vermin		Item
62 Clause 9.9 - Overhand work		Item
<u>SCHEDULE (B10)</u>		
63 Information for completion of schedule		
Information necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract (N/A)		
	Carried Forward	R
Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES		
	VDO Consultants	

	Brought Forward	R
10.1 - Provisional bills of quantities [2.2] The quantities are provisional	Yes	
10.2 - Availability of construction information [2.3] Construction documentation is complete	Yes	
10.3 - Previous work - dimensional accuracy [3.1] The Contractor is to check the dimensional accuracy of any previous work and notify the Principal Agent of any inaccuracies	Yes	
10.4 - Previous work - defects [3.2] The Contractor is to check any previous work and notify the Principal Agent of any defects	Yes	
10.5 - Inspection of adjoining properties [3.3] The Contractor is to inspect the adjoining properties and notify the Principal Agent of any encroachments, existing damage, etc.		
10.6 - Water [6.1] Option A (by contractor)	Yes	
Option B (by employer - free of charge)	No	
Option C (by employer - metered)	No	
10.7 - Electricity [6.2] Option A (by contractor)	Yes	
Option B (by employer - free of charge)	No	
Option C (by employer - metered)	No	
	Carried Forward	R
Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES	VDO Consultants	

Thaba Nchu Abattoir : New Holding Pens

	Brought Forward	R
10.8 - Ablution and welfare facilities [6.3]		
Option A (by contractor)	Yes	
Option B (by employer)	No	
10.9 - Communication facilities [6.4]		
Cellphone on site	Yes	
10.10 - Protection of the works [9.1]	N/A	
10.11 - Protection/isolation of existing/sectionally occupied works [9.2]		
Protection/isolation is required	No	
10.12 - Disturbance [9.5]	N/A	
10.13 - Environmental disturbance [9.6]	N/A	
	Carried Forward	R
Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES		
	<i>VDO Consultants</i>	

		Brought Forward	R
SECTION C: SPECIFIC PRELIMINARIES			
<p>Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item.</p>			
64	<p>C1 CONTRACT DRAWINGS</p> <p>The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed.</p> <p>Should any part of the drawings not be clearly intelligible to the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent</p> <p>F:..... V:..... T:.....</p>		Item
65	<p>C2 GENERAL PREAMBLES</p> <p>The document Model Preambles for Trades 2008 "as published by the Association of Quantity Surveyors shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used.</p> <p>F:..... V:..... T:.....</p>		Item
66	<p>C3 TRADE NAMES</p> <p>Wherever a trade name for any product has been described in the bills of quantities, the tenderers attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p> <p>F:..... V:..... T:.....</p>		Item
67	<p>C4 COMMUNITY LIASON OFFICER</p> <p>Allow for a Community Liaison Officer (CLO) to be appointed</p> <p>F:..... V:..... T:.....</p>		Item
		Carried Forward	R
<p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES</p>			
		<i>VDO Consultants</i>	

	Brought Forward	R
68	C5 COMMUNITY LIASON OFFICER'S OFFICE	
	Allow for net extra cost involved in the employment of a Community Liaison Officer (CLO) in respect of the site office	
	F:..... V:..... T:.....	Item
69	C6 LOCAL LABOUR	
	Allow for regular submission of proof of employment of local skilled and unskilled labour to Employer	
	F:..... V:..... T:.....	Item
70	C7 LOCAL RECORD	
	Allow for the provision of weekly reports to in a schedule form of all tradesmen and labour employed on the site.	
	F:..... V:..... T:.....	Item
71	C8 HIV/AIDS AWARENESS	
	It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the Bills of Quantities. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained	
	The contractor must take note that compliance with the HIV/ AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent , notwithstanding the provisions of Clause A 31 of Section 1: Preliminaries (Section A) or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.	
	Carried Forward	R
	Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES	
	<i>VDO Consultants</i>	

		Brought Forward	R
72	<p><u>C8.1 AWARENESS CAMPAIGN</u></p> <p>Selection, appointment, briefing and making available of an Awareness Campaign including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p> <p>F:..... V:..... T:.....</p>		Item
73	<p><u>C8.2 AWARENESS WORKSHOPS</u></p> <p>Selection and appointment of a competent Service Provider approved by the principal agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification</p> <p>F:..... V:..... T:.....</p>		Item
74	<p><u>C8.3 POSTERS, BOOKLETS, VIDEOS, ETC.</u></p> <p>Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification</p> <p>F:..... V:..... T:.....</p>		Item
75	<p><u>C8.4 ACCESS TO CONDOMS</u></p> <p>Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification</p> <p>F:..... V:..... T:.....</p>		Item
76	<p><u>C8.5 MONITORING</u></p> <p>Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification</p> <p>F:..... V:..... T:.....</p>		Item
		Carried Forward	R
<p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES</p>			
		<i>VDO Consultants</i>	

	Brought Forward	R
77	<p>C9 OCCUPATIONAL HEALTH AND SAFETY ACT</p> <p>The contractor shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and in particular with Regulation 5(1) requiring the compilation of a health and safety plan, as well as Regulation 6(1) requiring the appointment of a construction supervisor</p> <p>It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document.</p> <p>The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.</p> <p>Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.</p> <p>F:..... V:..... T:.....</p> <p><u>SUMMARY OF CATEGORIES</u></p> <p>Category : Fixed R.....</p> <p>Category : Value R.....</p> <p>Category : Time R.....</p>	Item
	Carried to Final Summary	R
	<p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 PRELIMINARIES</p>	
	<i>VDO Consultants</i>	

Item No	Quantity	Rate	Amount
<p><u>SECTION 2</u></p> <p><u>BILL NO. 1</u></p> <p><u>FOUNDATIONS</u></p> <p><u>Preambles</u></p> <p>For preambles see "Preambles for Trades"</p> <p><u>Descriptions and Preambles</u></p> <p>Tenderers are referred to Trades to follow hereafter for preambles and full descriptions of materials and items not fully described in this Trade and which shall apply equally to work in this Trade, unless otherwise described.</p> <p><u>Nature of ground</u></p> <p>A soil investigation has been carried out on site by the engineer and the report is available for inspection at the offices of the Engineer concerned. Descriptions of excavations shall be deemed to include all ground conditions classifiable as "earth" and where conditions of a more difficult character are indicated these are separately measured</p> <p><u>Excavations</u></p> <p>No allowance is made for bulking in the given quantities for excavation material.</p> <p>Prices of excavations are to include for putting aside excavated material to be used as filling, as well as forming excavated surfaces to falls, slopes, contours, etc. trimming sides and stepping, levelling and ramming bottoms.</p> <p><u>Risk of collapse</u></p> <p>Where necessary or where instructed by the Quantity Surveyor, the sides of excavations must be supported to prevent risk of collapse by an acceptable method of support.</p> <p style="text-align: right;">Carried Forward</p> <p>Section No. 2 HOLDING PENS Bill No. 1 FOUNDATIONS</p>			<hr/> <p style="text-align: right;">R</p>

VDO Consultants

Brought Forward			R
<u>Carting away</u>			
Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations alternatively, from stock piles situated on the building site			
<u>Removal of services</u>			
Prices are to include for clearing out and removal of old drains, pipes, etc., encountered upon the site during excavations as well as for the closing off of pipes as required.			
<u>Filling</u>			
Descriptions of filling from the excavations shall be deemed to include for haulage not exceeding 100m from the perimeter of the excavations.			
Before any material is used for filling the full test results of such materials must be submitted to the Representative/Agent for his approval and prices are to include therefore.			
All filling material to be supplied by the Contractor, shall be found by himself and shall be his sole responsibility.			
<u>Insecticides</u>			
Forming V-grooves along foundation walls, etc., treatment with insecticides, filling in grooves and ramming shall be deemed to be included in the descriptions			

<u>EXCAVATIONS</u>			
<u>Excavation in earth not exceeding 2m deep. for:</u>			
1	Trenches	m3	121
2	Column bases	m3	34
3	Reduced levels under floors to inside of building	m3	163
Carried Forward			R
Section No. 2 HOLDING PENS Bill No. 1 FOUNDATIONS			
<i>VDO Consultants</i>			

Brought Forward			R
<u>Extra over trench and hole excavations in earth for excavation, in:</u>			
4	Soft rock	m3	14
5	Hard rock	m3	7
<u>Extra over trench excavations in earth for breaking up and removing:</u>			
6	Brickwork	m3	5
7	Unreinforced concrete	m3	25
8	Reinforced concrete	m3	10
<u>Extra over all excavations for carting away</u>			
9	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	84
<u>Sundries</u>			
10	Allow for risk of collapse to sides of trench and hole excavations not exceeding 1,5 m deep	m2	413
11	Allow for keeping all excavations free from water	Item	
<u>FILLING, ETC</u>			
<u>Approved earth filling obtained from the excavations well watered and compacted in layers not exceeding 150mm to a density of 93% modified AASHTO</u>			
12	Backfilling to trenches, bases, etc.	m3	7
<u>Approved gravel filling (G6) supplied and carted on by the Contractor, well watered and compacted in layers not exceeding 150mm to a density of 93% modified AASHTO</u>			
13	Filling to trenches, bases etc	m3	46
14	Under solid floors	m3	107
Carried Forward			R
Section No. 2 HOLDING PENS Bill No. 1 FOUNDATIONS			
			VDO Consultants

Brought Forward			R
<u>50mm Thick coarse river sand filling supplied by the contractor</u>			
15	Under floors, ramp, etc.	m2	654
<u>Compaction of surfaces</u>			
16	Compaction of ground surface under surface beds etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density	m2	654
<u>Prescribed density tests on filling</u>			
17	"Modified AASHTO Density" test	No	33
<u>SOIL INSECTICIDE</u>			
<u>Soil insecticide in accordance with SANS 5859</u>			
18	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m2	629
<u>CONCRETE IN FOUNDATIONS</u>			
<u>Prices for concrete</u>			
Prices for concrete must include for handling and depositing (by lowering or hoisting) into surface trenches, for thoroughly ramming and packing against sides, around reinforcement, electrical conduits, etc., and everything required for the protection of the concrete after placing.			

<u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>			
<u>25MPa/19mm concrete</u>			
19	Footings to walls, stepped and levelled	m3	27
20	Walls	m3	13
Carried Forward			R
Section No. 2 HOLDING PENS Bill No. 1 FOUNDATIONS			
			<i>VDO Consultants</i>

Brought Forward			R
21	Column bases	m3	26
<u>REINFORCED CONCRETE</u>			
<u>30MPa/19mm concrete</u>			
22	Columns	m3	1
<u>TEST BLOCKS</u>			
23	Making and testing 150 x 150 x 150mm concrete strength test cube (Provisional)	No	13
<u>ROUGH FORMWORK (DEGREE OF ACCURACY II)</u>			
<u>Rough formwork to sides</u>			
24	Rectangular stub columns	m2	20
25	Foundation walls not exceeding 3.5m high	m2	115
<u>REINFORCEMENT</u>			
<u>Mild steel reinforcement to structural concrete work</u>			
26	8mm Diameter bars (<i>subject to Local Content Declaration</i>)	t	1.54
<u>High tensile steel rod reinforcement to structural concrete work</u>			
27	12mm Diameter bars (<i>subject to Local Content Declaration</i>)	t	1.24
28	16mm Diameter bars (<i>subject to Local Content Declaration</i>)	t	1.85
<u>Fabric reinforcement</u>			
29	Type 395 fabric reinforcement in concrete surface beds, slabs, etc. (<i>subject to Local Content Declaration</i>)	m2	25
Carried Forward to Summary of Section No. 2			R
Section No. 2 HOLDING PENS Bill No. 1 FOUNDATIONS			

VDO Consultants

Brought Forward

R

Lightweight concrete

Lightweight concrete shall have a density of 600kg/m³ for the top 50mm and 400kg/m³ for the remaining thickness. The minimum thickness at outlets, channels, etc shall be 50mm

Formwork

Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use

The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself

Formwork to soffits of solid slabs etc shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described

Formwork to sides and soffits of slabs, beams, etc shall be deemed to be propped up exceeding 1,5m and not exceeding 3,5m high unless otherwise described

Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"

Smooth formwork

All smooth formwork must be cleaned, all unevenness removed, properly prepared and then finished with a final coat of cementitious paint to give a smooth and even finish

Carried Forward

R

Section No. 2
 HOLDING PENS
 Bill No. 2
 CONCRETE FORMWORK & REINFORCEMENT

VDO Consultants

Brought Forward		R
<u>REINFORCED CONCRETE</u>		
<u>25 MPa/19 mm concrete in</u>		
1	Surface beds on waterproofing (waterproofing measured elsewhere)	m3 86
2	Thickening to surface beds on waterproofing (waterproofing measured elsewhere)	m3 18
3	Walls	m3 62
<u>TEST BLOCKS</u>		
4	Making and testing set of three 150 x 150 x 150 mm strength test cubes	No 21
<u>CONCRETE SUNDRIES</u>		
<u>Finishing top surfaces of concrete to an evenly ribbed non-slip surface</u>		
5	Surface beds, slabs, etc to falls	m2 654
<u>FORMWORK</u>		
<u>ROUGH FORMWORK (DEGREE OF ACCURACY II)</u>		
<u>Rough formwork to sides</u>		
6	Edges, risers, ends and reveals not exceeding 300 mm high or wide	m 309
<u>SMOOTH FORMWORK (DEGREE OF ACCURACY II)</u>		
<u>Smooth formwork to sides</u>		
7	Concrete walls not exceeding 3.5m high	m2 537
8	Concrete walls not exceeding 3.5m high circular on plan	m2 24
<u>Boxing in smooth formwork to form:</u>		
9	35 x 35mm Horizontal chamfer along top edge of screen walls	m 359
Carried Forward		R
Section No. 2 HOLDING PENS Bill No. 2 CONCRETE FORMWORK & REINFORCEMENT		
		<i>VDO Consultants</i>

Brought Forward		R
<u>MOVEMENT JOINTS, ETC</u>		
<u>Expansion joints formed of bitumen impregnated soft board</u>		
10	10mm Between vertical concrete surfaces not exceeding 300mm high or wide	m 495
<u>Saw cut joints</u>		
11	3 x 40mm Saw cut joints in top of concrete and fill with cement mortar class 1	m 826
<u>Horizontal joggle construction joints through concrete including thick cement slurry to one face</u>		
12	Surface beds not exceeding 300mm thick	m 330
<u>REINFORCEMENT</u>		
<u>High tensile steel rod reinforcement to structural concrete work</u>		
13	12mm Diameter bars (<i>subject to Local Content Declaration</i>)	t 7.44
<u>Fabric reinforcement</u>		
14	Type 245 fabric reinforcement in concrete surface beds, slabs, etc. (<i>subject to Local Content Declaration</i>)	m2 629
Carried Forward to Summary of Section No. 2		R
Section No. 2 HOLDING PENS Bill No. 2 CONCRETE FORMWORK & REINFORCEMENT		
		VDO Consultants

Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL NO. 3</u></p> <p><u>WATERPROOFING</u></p> <p><u>Preambles</u></p> <p>For preambles see "Preambles for Trades"</p> <p><u>Damp proofing to walls, under sills, etc.</u></p> <p>All joints in damp proofing to walls, under sills, etc. shall be lapped a minimum of 150mm except at junctions and corners where the lap shall equal the full thickness of the wall</p> <p><u>Descriptions, etc</u></p> <p>Descriptions of damp proofing, waterproofing, etc. are to be deemed to include for lapping, junctions, dressing, sealing, etc. (all in accordance with the manufacturer's specifications) and for protection against damage</p> <p>Descriptions in general are to be deemed to include for cleaning and preparation of surfaces</p> <p>-----</p> <p><u>DAMP PROOFING</u></p> <p><u>One layer of 250 micron " Gunplas USB Green" waterproof sheeting sealed at laps with Pressure Sensitive Tape</u></p>			
1	Under surface beds	m2	747	
	<p><u>JOINT SEALANTS, ETC</u></p> <p><u>Grey poly-sulphide sealant, including bond breaker, primer, etc</u></p>			
2	10mm Wide x 10mm deep in expansion joints	m	826	
	Carried Forward to Summary of Section No. 2			R
	Section No. 2 HOLDING PENS Bill No. 3 WATERPROOFING			
				VDO Consultants

Item No		Quantity	Rate	Amount
	<u>SECTION 2</u>			
	<u>BILL NO. 4</u>			
	<u>ROOF COVERINGS, ETC</u>			
	<u>PREAMBLES</u>			
	<u>For preambles refer to " Model Preambles for Trades 2008 "as published by the Association of Quantity Surveyors</u>			
	<u>Guarantees</u>			
	The roof covering and cladding is to be carried out strictly in accordance with the manufacturer's instruction. On completion the roof covering and accessories are to be inspected by the Manufacturer who is to provide a 5 year guarantee against defective materials and faulty workmanship			
	The roof is to be guaranteed weather tight for a period of 12 month period, calculated from the handed over date of the completed project			
	<u>PROFILED METAL SHEETING AND ACCESSORIES</u>			
	<u>0.58mm Thick prepainted klip-lok 700 interlocking roof sheeting covering, fixed to steel purlins at 1734mm centres and end-span purlins at 1569mm centres (final spacing to be calculated by an engineer) using clips secured to purlins with approved wafer head self-tapping fasteners, all in accordance with the manufacturer's recommendations.</u>			
	<u>Note:</u> All items under this heading are subjected to Local Production and Content Declaration.			
1	Roof covering with pitch not exceeding 25 degrees	m2	518	
2	Extra over roof covering for 90 degrees bullnose to 100mm radius at edge	m	37	
3	Ridge capping 570mm girth (FK73)	m	13	
	Carried Forward			
	Section No. 2 HOLDING PENS Bill No. 4 ROOF COVERING			R
	VDO Consultants			

Brought Forward			R
4	Barge flashing 560mm girth	m	31
5	Side wall flashing 505mm girth (FK79)	m	7
6	Counter flashing 505mm girth (FK77)	m	7
<p><u>0.58mm Thick prepainted klip-lok 700 interlocking side sheeting cladding, fixed to steel sheet rails at 2397mm centres and top rails at 2212mm centres (final spacing to be calculated by an engineer) using clips secured to sheet rails with approved wafer head self-tapping fasteners, all in accordance with the manufacturer's recommendations.</u></p> <p><u>Note:</u> All items under this heading are subjected to Local Production and Content Declaration.</p>			
7	Side cladding	m2	211
8	Circular cutting	m	5
Carried Forward to Summary of Section No. 2			R
<p>Section No. 2 HOLDING PENS Bill No. 4 ROOF COVERING</p>			
			<i>VDO Consultants</i>

Item No		Quantity	Rate	Amount
	<p><u>SECTION 2</u></p> <p><u>BILL NO. 5</u></p> <p><u>STRUCTURAL STEELWORK</u></p> <p><u>PREAMBLES</u></p> <p><u>For preambles refer to " Model Preambles for Trades 2008 "as published by the Association of Quantity Surveyors</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Descriptions of bolts shall be deemed to include nuts and washers</p> <p>Descriptions of L shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete</p> <p>Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete</p> <hr/> <p><u>NOTE:</u> <i>Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No 134 for JBCC CPAP purposes</i></p> <hr/> <p><u>Note:</u> <i>All items in this bill are subjected to Local Production and Content Declaration.</i></p> <p><u>STEEL ROOF STRUCTURE</u></p> <p><u>STEEL COLUMNS AND BEAMS</u></p> <p><u>Welded columns in single lengths with flat section base, top, bearer and connection plates bolted to concrete</u></p>			
1	152 x 152 x 6mm Wall thickness (26.5kg/m) Square hollow section columns.	kg	2 744	
	Carried Forward			R
	Section No. 2 HOLDING PENS Bill No. 5 STRUCTURAL STEELWORK			
			VDO Consultants	

Brought Forward			R
2	Angle sections, flat sections, etc. in brackets, base plates, connector plates, etc.	kg	274
3	12mm Chemical anchor with 100mm long rod, including nut and washer	No	133
<u>STEEL TRUSSES ETC</u>			
<u>Welded roof trusses of angle section rails, struts, braces, cleats, etc</u>			
4	60 x 60 x 3mm Square hollow section	m	45
5	50 x 50 x 3mm Angle iron	kg	670
6	60 x 60 x 4mm Angle iron	kg	676
7	60 x 60 x 5mm Angle iron	kg	196
8	100 x 100 x 8mm Angle iron	kg	419
9	Angle sections, flat sections, etc. in brackets, base plates, connector plates, etc.	kg	67
<u>PURLINS, BRACING, ETC</u>			
<u>Purlins, bracing, etc. welded to steel</u>			
10	38 x 38 x 2.5mm Square hollow section	m	10
11	Cold formed lipped channel 125 x 50 x 20 x 2mm in purlins, etc.	kg	1 436
12	30 x 30 x 3mm Angle iron in bracing	kg	158
13	45 x 45 x 3mm Angle iron in bracing	kg	5
14	60 x 60 x 4mm Angle iron in bracing	kg	321
15	70 x 70 x 6mm Angle iron in bracing	kg	203
16	Angle sections, flat sections, etc. in brackets, base plates, connector plates, etc.	kg	158
<u>CLADDING SUPPORT</u>			
Carried Forward			R
Section No. 2 HOLDING PENS Bill No. 5 STRUCTURAL STEELWORK			
			<i>VDO Consultants</i>

Brought Forward			R
<u>The following in cladding support purlins</u>			
17	Cold formed lipped channel 100 x 50 x 20 x 2mm in cladding support, etc.	kg	587
18	Cold formed lipped channel 150 x 50 x 20 x 2mm in cladding support, etc.	kg	4
19	Angle sections, flat sections, etc. in brackets, base plates, connector plates, etc.	kg	49
<u>HOT DIPPED GALVANISED STEEL STAIRS, LANDING, ETC.</u>			
<u>Welded and bolted suspended staircase to Rendering Plant</u>			
20	Framing to stair 2.4 x 5m overall on plan and rising approximately 6.4m high, of U-section columns, U-section bearers and flat section stringers	kg	1 065
21	6mm "Vastrap" plate treads 250 x 1200mm long with 50mm turn-down nosing	kg	17
22	12mm Chemical anchor with 100mm long rod, including nut and washer	No	22
<u>"Mentis Rectagrid" type RS40 grille flooring panels with 40 x 4.5mm bearer bars, welded to bearers</u>			
23	Floor of 1000 x 750mm banded panels	m2	2.3
<u>GALVANISED STEEL BALUSTRADING</u>			
<u>"Mentis" welded and bolted patent balustrading to stairs and walkways</u>			
24	Horizontal balustrading 1000mm high of 34mm diameter continuous top and bottom rails and 43mm diameter type MS90 stanchions at average 1500mm centres, bolted to steel bearers	m	42
25	Extra over horizontal balustrading for curved hand- and knee rails.	m	3
26	Extra over for end closure to horizontal balustrade	No	3
Carried Forward			R
Section No. 2 HOLDING PENS Bill No. 5 STRUCTURAL STEELWORK			
			<i>VDO Consultants</i>

Thaba Nchu Abattoir : New Holding Pens

Brought Forward		R
27	Extra for end plates	No 2
28	Raking balustrading 1000mm high of 34mm diameter continuous top and bottom rails and 43mm diameter MS 30 stanchions at average 1000mm centres, bolted to steel stringers	m 6
29	Extra over for end closure to raking balustrade	No 2
30	Extra for ramped intersection of horizontal and raking balustrading	No 2
31	12mm Chemical anchor with 100mm long rod, including nut and washer	No 57
Carried Forward to Summary of Section No. 2		R
Section No. 2 HOLDING PENS Bill No. 5 STRUCTURAL STEELWORK		
		<i>VDO Consultants</i>

Item No

Quantity Rate Amount

SECTION 2

BILL NO. 6

METALWORK

Preambles

For preambles see "Preambles for Trades"

Mass

The mass of all steel has been calculated according to the Structural Steel Tables issued by the South African Institute of Steel Construction and no allowance has been made for rolling margins or waste.

Any variation in the mass of steel actually used from the above mass lists are to be for the Contractor's account and the listed mass will be adhered to in all calculations affecting the mass of steel in this contract.

Welding

Welding shall be in accordance with SABS 044. All welds shall be cleaned and filed or ground off smooth to approval. All welded joints shall be continuous.

Setting up and building in of windows, frames, etc.

Descriptions of all windows, frames, combination doors, strong room doors, etc. shall be deemed to include for setting up, building in or fixing in brickwork, blockwork or concrete or against steel or wood. The whole shall be left perfectly watertight and the description shall further be deemed to include for the following:

Building of brickwork or blockwork hard up against windows, frames, etc., cutting of mortices and pinning or building in of lugs in mortar or screwing to plugs in concrete, including holes, screws and plugs, bedding solid in mortar around windows, frames, etc. as necessary and pointing all round on both sides.

Carried Forward

R

Section No. 2
HOLDING PENS
Bill No. 6
METALWORK

VDO Consultants

<p>Brought Forward</p> <p>Screwing or spot welding to steel at not exceeding 500mm centres including all necessary countersunk self-tapping screws, holes and welding.</p> <p>Screwing to wood at not exceeding 500mm centres, including all necessary countersunk screws and holes.</p> <p>Necessary bracing and strutting of windows, frames, etc. to prevent distortion.</p> <p><u>Jointing, cutting, etc</u></p> <p>Prices for steelwork are to include for all brazing, soldering, welding, bolting, screwing, riveting, threading, mitres, etc. and are indicated where possible</p> <p>Prices for steelwork in general are to include for all filing smooth, holes (including holes for bolts, expansion bolts, screws, etc.), notching, plugs, screws, rivets, necessary cut- ting to lengths, straight and raking cutting, all labour to intersections, etc. and are not specifically indicated as such</p> <p><u>All rails, etc. described as continuous are to be in long lengths with flush welded butt joints</u></p> <p>All screwed work to have full threads.</p> <p><u>Descriptions</u></p> <p>Descriptions of bolts shall be deemed to include nuts and washers</p> <p>Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete</p> <p>The general descriptions of metalwork shall be deemed to include for shaping, tapping, forging, fitting, assembling, turning, levelling, erecting, temporary struts, one coat approved metal primer to comply with SABS 909</p> <p>The description of sheeting, wire mesh, screening, expanded metal, gratings, etc. shall be deemed to include holes and notches.</p>	<p>R</p>
<p>Carried Forward</p> <p>Section No. 2 HOLDING PENS Bill No. 6 METALWORK</p>	<p>R</p>

VDO Consultants

Brought Forward		R
The descriptions of skirtings, etc. shall include for running joints and mitres.		
The description of sub-frames for windows, sills, surrounds, gliding gear, security gates, etc. shall include for mitres.		

<u>HOT DIPPED GALVANISED FENCING FOR HOLDING PENS</u>		
<u>Unreinforced concrete (15MPa/19mm)</u>		
1	Post base, 400 x 400 x 600mm high in ground including excavation, formwork, etc.	No 53
2	Post base, 450 x 450 x 800mm deep, ditto	No 86
<u>Hot dipped galvanised mild steel fence of 50mm diameter x 3mm wall thickness in tubular frame infilled in with 32mm diameter x 3mm wall thickness horizontal intermediate tubular rails at evenly spaced and welded to frame to form panels fixed to steel hollow section columns with patented fixing plate bolted to posts:</u>		
3	940mm High tubular panel 1400mm wide with three (3) intermediate rails (total weight 27.6kg per panel) fixed to steel columns (elsewhere)	No 40
4	1625mm High tubular panel 1400mm wide with five (5) intermediate rails (total weight 39.2kg per panel) fixed to steel columns (elsewhere)	No 70
5	100mm Diameter x 3.5mm tubular posts, 1.50m long with domed pole cap, cast in concrete base (Base elsewhere)	No 53
6	100mm Diameter x 3.5mm tubular posts, 2,30m long with domed pole cap, cast in concrete base (Base elsewhere)	No 86
Carried Forward		R
Section No. 2 HOLDING PENS Bill No. 6 METALWORK		
<i>VDO Consultants</i>		

Brought Forward		R
<u>Swing Gates</u>		
7	Single gate size 1450 x 940mm high in single framed tubular panel as fence construction, fitted with two purpose made hinges and push bolt welded gate and gate posts (posts elsewhere)	No 13
8	Single gate size 1450 x 1625mm high in single framed tubular panel as fence construction, fitted with two purpose made hinges and push bolt welded gate and gate posts (posts elsewhere)	No 16
Carried Forward to Summary of Section No. 2		R
Section No. 2 HOLDING PENS Bill No. 6 METALWORK		
		<i>VDO Consultants</i>

Item
No

Quantity Rate Amount

SECTION 2

BILL NO. 7

PLUMBING AND DRAINAGE

Preambles

For preambles see "Specification of Materials and Methods to be used"

Descriptions and Preambles

Unless specifically otherwise described, the full descriptions, specifications and preambles of items in other Bills and Sections shall apply equally to similar items in this Bill

Regulations

All drainage and sanitary work shall be executed in accordance with the regulations of the Local Authorities.

Excavations, etc

Descriptions of excavations shall be deemed to be in "earth" as defined elsewhere

Where trenching is included in the descriptions of pipes, it shall be deemed to include excavations, bedding, back filling, compaction, putting aside of excess material, additional excavation and filling necessary at pipe joints, risk of collapse and keeping excavations free from water

The Contractor shall be responsible for erecting all planking and strutting to comply with government regulations and that may be necessary to maintain excavated faces and to ensure the safety of the works at all times. He shall accept full responsibility in this connection and he must allow in his prices accordingly.

Carried Forward

R

Section No. 2
HOLDING PENS
Bill No. 7
PLUMBING AND DRAINAGE

VDO Consultants

Brought Forward

R

Trench bottoms must be excavated and worked down to even falls and well rammed. Any excavation taken out to deep shall be filled in with 15MPa concrete on the Contractor's expense. Any soft spots in bottoms and any unevenness caused by rock must be filled up with the same concrete

Claim for rock

No claim for rock excavation will be entertained unless the Contractor has timeously notified the Quantity Surveyor thereof prior to backfilling.

"Soft rock" and "hard rock" shall be as defined elsewhere

Laying, backfilling, bedding, etc of pipes

Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions

Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following:

SABS 1200 L : Medium-pressure pipelines LD : Sewers
LE : Stormwater drainage

Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : Earthworks (Pipe trenches)

Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding

Covering pipes

No drains, joints or connections shall in any case be covered in or encased in concrete until they have been approved

Carried Forward

R

Section No. 2
HOLDING PENS
Bill No. 7
PLUMBING AND DRAINAGE

VDO Consultants

Brought Forward

Reducing fittings

Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard shall be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained.

Wire gratings

Descriptions of gutter outlets etc. and sanitary piping shall be deemed to include wire balloon gratings.

uPVC pipes and fittings

Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings.

Soil, waste and vent pipes and fittings shall be solvent weld jointed.

uPVC pressure pipes and fittings

Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings.

Pipes of 50mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints.

Copper pipes

Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent.

Carried Forward

Section No. 2
 HOLDING PENS
 Bill No. 7
 PLUMBING AND DRAINAGE

R

R

VDO Consultants

Brought Forward

R

Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half- hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground.

Exposed concrete surfaces

Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gully tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster or worked down smoothly with a steel trowel and rates must include therefore.

Flush pans

Flush pans shall have straight or side outlets and "P" or "S" traps as necessary.

Stainless steel basins, sinks, wash troughs, urinals, etc.

Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable.

Waste unions

Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings.

Chasing, holes, etc

Prices are to include for the necessary chasing and fitting into brickwork, concrete, etc., casting pipes into concrete, etc.

Holes for pipes and cutting and fitting around pipes shall be deemed to be included in the descriptions of the pipework

All making good facings, plaster, granolithic, or other in-situ finishes shall be deemed to be included in the descriptions unless otherwise stated

Carried Forward

R

Section No. 2
HOLDING PENS
Bill No. 7
PLUMBING AND DRAINAGE

VDO Consultants

Brought Forward	R
<p><u>Thrust blocks</u></p> <p>Where pressure water pipes are described to be "laid in trenches" the prices of pipes and fittings shall be deemed to include for mass concrete 15MPa (20mm stone) thrust blocks, sizes 450 x 450 x 300mm at all connections and changes in direction, including necessary excavation, back filling, ramming, formwork, etc.</p> <p><u>General Descriptions and Prices</u></p> <p>Prices are to include for arranging joints of pipes to be at convenient points, chasing brickwork around jointing fittings or casting into concrete as the work progresses.</p> <p>Prices of channels, drains, discharge pipes, etc. shall be deemed to include fixing and/ or laying to even falls</p> <p>No distinction is made between pipes fixed vertically, horizontally or to falls, nor between pipes fixed to different elements, cast in, chased, built in, etc</p> <p>Prices of all pipes are to include for short lengths, cutting to length, nipples and running joints, such as sockets, jointing, collars, couplers, etc.</p> <p>Prices of pipes shall be deemed to include for bending pipes, jointing pipes of different materials, jointing pipes to taps, valves, traps, cleaning eyes, etc.</p> <p>Pipe supports such as clips, saddles, holderbats, etc. and building in of such supports in 1:3 cement mortar on not exceeding 2m centres and for making good face brickwork, plaster, granolithic and other in-situ finishes.</p> <p>Where pipes are described as laid in trenches it shall be minimum 600mm under the ground surface, unless otherwise stated</p> <p>Where pipes are described as laid in trenches descriptions shall be deemed to include for filling up trenches as described</p>	
<p>Carried Forward</p> <p>Section No. 2 HOLDING PENS Bill No. 7 PLUMBING AND DRAINAGE</p>	<p>R</p> <p><i>VDO Consultants</i></p>

Brought Forward		R
<p>Prices of concrete encasing are to include for necessary formwork and that of anchor blocks, thrust blocks, etc. for formwork and reinforcement</p> <p>Prices for Sanitary fittings, etc. shall include for setting up and fixing in position as described, joints to soil-, waste- and supply pipes as the case may be, making good finishes around and for protecting fittings from injury during subsequent building operations.</p> <p>-----</p>		
<u>WASH WATER AND STORMWATER DRAINAGE</u>		
<u>Mass concrete 25 MPa (20mm stone) stormwater channels, laid to even falls, in sections not exceeding 1m, finished smooth to all visible faces, with slightly rounded external angles including all necessary shallow excavations, formwork, filling and ramming</u>		
1	Open V-shaped stormwater channel, 1000mm wide x, average 150mm thick, with top surface worked down to form 1000 x 100mm deep channel in equal legs	m 40
2	Extra for angles, intersections, ends, etc.	No 3
<u>PRECAST CONCRETE CHANNELS</u>		
<u>Vanstone Precast concrete U-channels 370mm wide x 405mm deep stormwater box channels with 85mm thick Median grid for U-channel (precast units delivered to site at a Prime Cost amount of R1400 per m) with butt joints sealed with bitumastic joint sealant, including all excavations, laying to falls and filling around</u>		
3	Box channels and grid cover, overall 370mm wide x 490mm deep.	m 14
4	Extra for angles, intersections, ends, dressing into sides of catchpits, etc	No 22
Carried Forward		R
<p>Section No. 2 HOLDING PENS Bill No. 7 PLUMBING AND DRAINAGE</p> <p style="text-align: right;"><i>VDO Consultants</i></p>		

Brought Forward		R
<u>Stormwater spreader outlet and headwall at open end of stormwater channels and pipes</u>		
5	220mm Brick headwall 800mm high and 1300mm wide and 220mm wing walls average 700mm high sloping down over a length of 1560mm including all necessary shallow excavations, backfill and finishing in face brick to all expose areas	No 1
<u>STONE PITCHING</u>		
<u>Stone pitching of approximately 150mm diameter river stones tightly packed including preparation of ground surface under</u>		
6	150mm Thick bedded and jointed in 1:4 cement mortar and pointed with hollow recessed joints.	m2 13
<u>STORMWATER PIPES</u>		
7	200mm Pipes laid in and including trenches not exceeding 1m deep	m 86
<u>Excavate in earth for and build stormwater catch pit internal size 600 x 600mm with one brick sides in extra hard stock bricks in (1:3) cement mortar on 150mm thick concrete class 25/19 base slab projecting 75mm all round, rendered internally in (1:3) cement plaster and including 100mm thick concrete cover slab with slight sloped top surface and with 600 x 600mm rebated opening for steel grating (elsewhere measured) formed with 50 x 50 x 6mm galvanised angle section with lugs cast into internal edge, the bottom benched up in fine mass concrete benching in bottom floated smooth with falls and finished on all exposed surfaces with 25mm thick granolithic all complete as detailed on drawing 22104-CW-10</u>		
8	Catchpit exceeding 1750mm and not exceeding 2000mm deep internally	No 1
<u>Covers etc</u>		
9	600 x 600mm Heavy duty cast iron grid and frame.	No 1
Carried Forward		R
Section No. 2 HOLDING PENS Bill No. 7 PLUMBING AND DRAINAGE		VDO Consultants

Brought Forward			R
<u>WATER FITTINGS, INCLUDING FIXING IN POSITION, AND ALL CONNECTIONS TO PIPES</u>			
<u>Approved type</u>			
10	Small stock drinker trough installed complete with trough valve and connected to water pipe.	No	13
11	Cattle drinker trough installed complete with trough valve and connected to water pipe.	No	10
12	Wall mount WDS with reel, hose and gun	No	6
<u>WATER SUPPLIES</u>			
13	Sterilizing all water pipes prior to installation in strict accordance to the methods and specifications in SANS10252-1		Item
<u>Galvanised mild steel pipes in trenches (Excavation, bedding material, back filling, compaction, etc. elsewhere)</u>			
14	25mm Pipes fixed to steel columns etc. with rubber lined hanger brackets.	m	58
15	25mm diameter pipe not exceeding 1m deep including wrapping in 2 layers of petroleum tape	m	73
16	50mm Pipes fixed to steel columns, etc. with rubber lined hanger brackets	m	37
17	50mm diameter pipe not exceeding 1m deep including wrapping in 2 layers of petroleum tape	m	5
<u>Extra over galvanised mild steel pipes for fittings including wrapping in two layers of petroleum tape</u>			
18	25mm Fittings	No	77
19	50mm Bend	No	10
20	50mm End cap	No	1
21	50mm Tee	No	3
Carried Forward			R
Section No. 2 HOLDING PENS Bill No. 7 PLUMBING AND DRAINAGE			
			<i>VDO Consultants</i>

Brought Forward			R
22	50mm Reducer	No	3
23	50mm Union	No	3
<u>Valves, etc., including joints to pipes and/or fitting unless otherwise described</u>			
<u>Note:</u> All items under this heading are subjected to Local Production and Content Declaration.			
24	25mm 1002/125 RB fullway gate valve	No	21
25	50mm 1002/125 RB fullway gate valve	No	2
26	25mm High pressure float valve (Cobra No. 700-25)	No	3
27	50mm Isolating valve	No	4
<u>TESTING</u>			
28	Pressure testing water pipe system		Item
Carried Forward to Summary of Section No. 2			R
Section No. 2 HOLDING PENS Bill No. 7 PLUMBING AND DRAINAGE			
			<i>VDO Consultants</i>

Item No	Quantity	Rate	Amount
<p><u>SECTION 2</u></p> <p><u>BILL NO. 8</u></p> <p><u>PAINTING</u></p> <p><u>Preambles</u></p> <p>For preambles see "Preambles for Trades"</p> <p><u>Paints, etc.</u></p> <p>Proprietary paint names are used hereafter only to indicate the quality and standard of the paints, etc. to be used. Any other proprietary brand of paint, etc. may be used provided that they are of the same quality and standard as the brand specified and are approved by the Representative/Agent.</p> <p>The priming coat and the successive coats shall be of the same manufacture and each is to be applied in strict accordance with the manufacturer's instructions for the particular type of paint described and no thinning of the ingredients will be allowed unless in accordance with the manufacturer's instructions.</p> <p><u>Descriptions</u></p> <p>The descriptions of all painting of new and existing surfaces must be deemed to include for the preparation of surfaces as well as primers and undercoats (where mentioned), levelling of bare patches of previously painted surfaces, all in accordance with the " Model Preambles for Trades " and the manufacturer's specifications including priming of nail heads and screws, filling stopping, sanding, etc</p> <p>Descriptions of paint on pipes, gutters, etc. shall be deemed to include painting, holderbats, hangers, clips, brackets, etc</p> <p>Descriptions of paint on windows, sashes, etc shall be deemed to include priming the rebates of the openings to be glazed</p> <p style="text-align: right;">Carried Forward</p> <p>Section No. 2 HOLDING PENS Bill No. 8 PAINTING</p>			<p style="text-align: right;">R</p>
		<i>VDO Consultants</i>	

Brought Forward		R
<u>Existing surfaces</u>		
Finishing to existing surfaces shall be regarded as being previously painted unless otherwise stated		

<u>PAINTWORK, ETC TO NEW WORK</u>		
<u>ON METAL SURFACES, ETC.</u>		
<u>One coat self-etching primer and applying one undercoat Type II and two coats high gloss polyurethane non-drip enamel paint on galvanised steel</u>		
1	On general exposed structural steelwork areas	m2 447
Carried Forward to Summary of Section No. 2		R
Section No. 2 HOLDING PENS Bill No. 8 PAINTING		
<i>VDO Consultants</i>		

Item No		Quantity	Rate	Amount
	<u>SECTION 2</u>			
	<u>BILL NO. 9</u>			
	<u>PROVISIONAL SUMS</u>			
	All Provisional sums cover the supply of material and equipment and of installation where applicable by firms of specialists. Provisional sums are not and do not include for builder's discount, but the tenderer may allow under the item "Profit" any profit he considers necessary. The tenderer is referred to Clause B7.1 and B7.2 in Section 1 ("Preliminaries") for the definitions and adjustment of "Attendance"			
	The Contractor shall not be entitled to any loss in profit should any provisional sum or part thereof, irrespective of the amount, be omitted.			

	<u>TRAINING</u>			
1	Allow the sum of R 25 000.00 (Twenty Five Thousand Rand) net for Training	Item		25 000.00
2	Allow for profit if required	Item		
3	Allow for attendance	Item		
	<u>ACCEPTANCE CONTROL TESTS</u>			
4	Allow the sum of R 20 000.00 (Twenty Thousand Rand) net for Acceptance Control Tests	Item		20 000.00
5	Allow for profit if required	Item		
6	Allow for attendance	Item		
	Carried Forward to Summary of Section No. 2			R
	Section No. 2 HOLDING PENS Bill No. 9 PROVISIONAL SUMS			
	<i>VDO Consultants</i>			

Bill No	SECTION SUMMARY - HOLDING PENS	Page No	Amount
1	FOUNDATIONS	18	
2	CONCRETE FORMWORK & REINFORCEMENT	22	
3	WATERPROOFING	23	
4	ROOF COVERING	25	
5	STRUCTURAL STEELWORK	29	
6	METALWORK	33	
7	PLUMBING AND DRAINAGE	42	
8	PAINTING	44	
9	PROVISIONAL SUMS	45	
	Carried to Final Summary		R
	Section No. 2 HOLDING PENS	<i>VDO Consultants</i>	

Section No	<u>FINAL SUMMARY</u>	Page No	Amount
1	PRELIMINARIES AND GENERAL	13	
2	HOLDING PENS	46	
	SUB TOTAL		R
	<u>BUDGETARY ALLOWANCES</u>		
	<u>Contingencies</u>		
	Allow the amount of 5% (five percent) of the sub-total above for Contingencies to be used or omitted as directed by the Client and/or Principal Agent		R
	SUB - TOTAL		R
	VAT (15%)		R
	Carried to Form of Offer		R
	VDO Consultants		

C3 SCOPE OF WORKS

C3 SCOPE OF WORKS

APPOINTMENT OF A CONTRACTOR TO CONSTRUCT NEW HOLDING PENS AT THE THABA NCHU ABATTOIR UNDER MANGAUNG METROPOLITAN MUNICIPALITY: FREE STATE PROVINCE

THE CONTRACT PART C3 : SCOPE OF THE WORKS

C3.1 SCOPE OF WORKS

1 HOLDING PENS

- Demolishing of existing holding pens
- Construction of new holding pens
- New roof sheeting
- New internal drainage
- Connection to existing services

C3.2 LABOUR INTENSIVE CONSTRUCTION

The following work in particular is considered to be labour intensive. Other work can also to a lesser extend be undertaken through labour intensive methods.

- Installation of drainage structures and pipes
- Erecting shuttering
- Steel fixing
- Placing concrete
- Installation of drainage pipes
- Brickwork and plastering

C3.3 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

C3.3.1 Quality Assurance (QA)

The Contractor will be solely responsible for the production of work that complies with the Specifications. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Principal Agent will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems, which could cause a delay or failure.

C3.3.2 Management and disposal of water and surplus material

The Contractor shall pay special attention to the management and disposal of water and storm water on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

The Contractor shall dispose all surplus and unsuitable material in legal spoil areas of his own choice. He shall be responsible for all arrangements necessary to obtain such spoil sites.

<input type="text"/>					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.3.3 Management of the environment

The Contractor shall pay special attention to the following:

(a) Natural Vegetation

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

C3.4 SITE FACILITIES

C3.4.1 Contractor's camp site and depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

C3.5 OCCUPATIONAL HEALTH AND SAFETY

C3.5.1 General Statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction

C3.6 GENERAL

C3.6.1 RESTRICTED AREAS

No additional or extra over payment will be made for work in restricted area.

C3.6.2 COMMERCIAL SOURCE

A source of supply of materials chosen by the Contractor. The Contractor shall take full responsibility for the quality of all materials and services supplied from commercial sources.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.6.3 ACCEPTANCE CONTROL

Acceptance control means whatever testing the Principal Agent carries out over and above the process control testing already carried out by the Contractor in order to decide on the acceptability of any work submitted by the Contractor. Such testing will be carried out at the cost of the Employer.

C3.6.4 WORKMANSHIP AND QUALITY CONTROL

The Contractor shall implement a quality assurance system in accordance with ISO 9001 and appoint a Principal Agent who shall ensure that members of the Contractor's staff comply with the requirements of the quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the Contractor.

The Quality Manager shall be resident on site full time. No construction activities shall take place on site before the Principal Agent approves the quality plan.

a) Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Principal Agent.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Principal Agent. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

b) Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Principal Agent for acceptance control. However, before accepting any work, the Principal Agent may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a Provisional Sum provided in the Pricing Schedule, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

The Contractor shall submit the quality assurance system he proposes using to the Principal Agent, for his approval, within two weeks of the site handover. Once accepted by the Principal Agent the Contractor shall not deviate from it unless written notification of proposed changes have similarly been submitted and approved. The system shall record the lines and levels of responsibility and indicate the method by which testing procedures will be conducted.

The Contractor's place of testing and laboratories shall be subject to inspection and approval by the Principal Agent.

No work executed will be measured for payment unless the results submitted have been checked and approved.

C3.6.5 MATERIALS

The Contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the Principal Agent with certificates showing that the materials do so comply.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the Principal Agent's office on the site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the Principal Agent.

<input type="text"/>					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the Contractor for the permanent works shall be unused.

Earth, stone, gravel, sand, and all other materials excavated or present on the site or within the road reserve, or in borrow areas shall not become the property of the Contractor, but will be at his disposal only in so far as they are approved for use on the contract.

Existing structures on the site shall remain the property of the Employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the Contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the Contractor during handling, transportation, storage, installation or testing they shall be replaced by the Contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the Principal Agent (or other persons authorised by the Principal Agent) at all reasonable times, and the Engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The Contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification.

The quantities set out in the Pricing Schedule have been carefully determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities.

C3.7 CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

C3.7.1 GENERAL REQUIREMENTS

a) Camps, construction plant and testing facilities

An open area inside the boundaries of the existing abattoir will be available for the Contractor's site camp. The Contractor is responsible for his own electricity and water supply.

b) Contractor's ablution facilities

The Contractor shall provide sufficient portable chemical toilets on site. The latrine units should be serviced daily and kept in a hygienic and orderly state to the approval of the Engineer. No separate payment shall be made for this requirement and the costs thereof shall be deemed to be included in the rates bided for the Contractor's time-related obligations.'

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

APPOINTMENT OF A CONTRACTOR TO CONSTRUCT NEW HOLDING PENS AT THE THABA NCHU ABATTOIR UNDER MANGAUNG METROPOLITAN MUNICIPALITY: FREE STATE PROVINCE

PART C4 SITE INFORMATION

C4.1 INTRODUCTION

C4.1.1 Disclaimer

Amongst others, this document sets out the results and conclusions derived from some investigations and tests done on natural materials encountered along and in the general vicinity of the streets.

The results of these investigations are given in good faith and there is no guarantee that these results are entirely representative of all the materials and conditions that may be encountered, the intention being to give an indication of the materials and conditions most likely to be encountered.

The results of various tests carried out on materials taken from possible sources are given in good faith and there is no guarantee that the results are entirely representative of all the materials available nor that the estimated quantities of materials are correct, the intention being to give an indication of the materials most likely to be obtained from each source.

No responsibility for any consequence arising from variations between the actual material properties and those indicated in this document will be accepted.

The specifications and contract drawings shall always overrule this section of the contract document.

C4.2 LOCATION DESCRIPTION

C4.2.1 General description

The description of the project contained in this section is merely an outline of the works, and does not limit the work to be carried out under this contract.

The Thaba Nchu Abattoir is located approximately 60km east of Bloemfontein on the N8 in the Free State Province. **Figure 1** indicates the site location while **Figure 2** shows the site layout plan.

The GPS coordinates of the site is, 29°13'22"S 26°51'15"E. The size of the proposed site is approximately 10ha.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

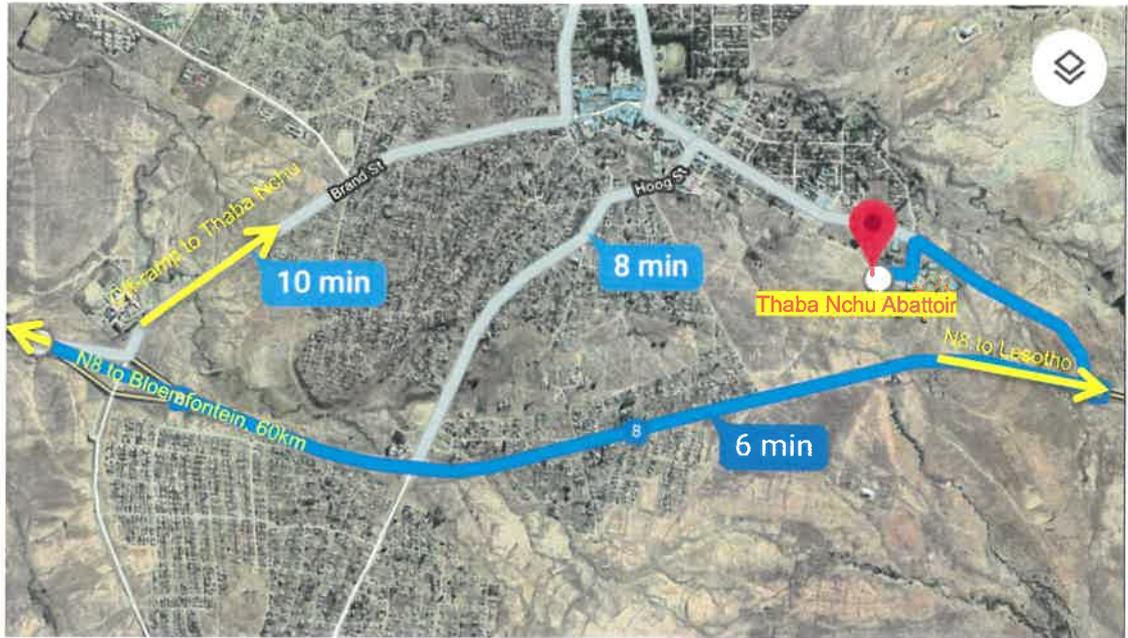


FIGURE 1: LOCALITY PLAN



FIGURE 2: SITE LAYOUT PLAN

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C4.3 PHYSIOGRAPHY

The site is approximately 1525m above mean sea level and generally slopes from east to west. The contour levels of the site varies from 1524m to 1530m.

No natural vegetation has been identified to be removed or protected, but this will be confirmed once the successful contractor is on site.

C4.3.1 Topography and Drainage

A summary of the climatic statistics is given in the Table 4.6. Information obtained from Weather SA for Bloemfontein, was used for the calculations.

Table 4.6

PROPERTY	VALUE
Average Annual Maximum Temperature	25.4°
Average Annual Minimum Temperature	6.3°
Highest Maximum Temperature	31°
Lowest Minimum Temperature	-3°
Average Annual Rainfall	577mm

C4.4 SURVEYS, BEACONS AND SERVICES

C4.4.1 Survey beacons

A list of survey beacons is attached to the drawings and it is the Contractor's responsibility to verify the accuracy of the survey beacons and/or data before commencement of the work.

C4.4.2 Existing Services

These are a number of existing services on the site. The contractor is responsible to locate and identify existing services.

C4.4.3 Campsite Establishment and Power Supply.

The contractor is to make his own arrangements concerning the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost thereof is deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

The provision of a site camp and offices is the responsibility of the contractor. A location inside the existing abattoir fenced off area will be allocated to the contractor.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C4.5 GEOTECHNICAL INFORMATION

C4.5.1 Geotechnical Investigation

A geotechnical investigation was done and the laborating results are attached, for reference will be attached hereto.

C4.5.2 Available construction materials

All imported material shall be from commercial sources.

C4.5.3 Fills: Materials utilization

Material not suitable for re-use shall be spoiled at the instruction of the engineer.

C4.5.4 Borrow pits

All imported material shall be from commercial sources.

C4.5.5 Sand for concrete works

Sand can be obtained from an approved commercial source.

C4.5.6 Water sources

The onus is on the contractor to negotiate with the local farmers, land owners and authorities to obtain water and to determine the suitability for construction purposes.

C4.5.7 Unstable areas

No unstable conditions such as collapsible soil or the failure of cut slopes were found, but it could be expected that unstable areas will manifest during the rainy season.

C4.5.8 Deleterious materials

As far as known no deleterious materials are present in any of the construction materials. However the Contractor remains responsible for the verification and testing of all materials for suitability.

C4.5.9 Ground water

It is anticipated though that during wet/rainy conditions, ground water might be a problem, especially in the cuttings.

C4.5.10 Stormwater management

It is the responsibility of the contractor to accommodate all stormwater and to divert any stormwater if required, during construction.

C4.6 ACCESS TO SITE

The Contractor shall not have sole access to the site during construction..

The Veterinary services, amongst others will still be operational during the construction period.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C4.7 DRAWINGS

The drawings that form part of the tender document are issued for tender purposes only. The contractor will be supplied with one set of paper prints plus a CD containing all the construction documentation.

Only figured dimensions may be used and drawings may not be scaled unless so instructed by the Principal agent. The Principal agent will supply all figured dimensions omitted from the drawings.

The levels given on any structural drawings or architectural are subject to confirmation on site, and the contractor shall submit all levels to the Principal agent for confirmation before he commences any structural construction work. It is the contractor's responsibility to check all clearances given on the drawings and to inform the Principal agent of any discrepancies.

C4.8 CONSTRUCTION IN CONFINED AREAS

It will be necessary for the contractor to work within confined areas. The method of construction in these confined areas largely depends on the contractor's constructional plant.

Regardless, measurement and payment will be in accordance with the specified cross-sections and dimensions only, irrespective of the method used for achieving these cross-sections and dimensions. It is deemed that the rates tendered in the Pricing Schedule include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions. No extra payment will be made nor will any claim for additional payment be considered in such cases.

C4.9 MANAGEMENT OF THE ENVIRONMENT

The contractor will be responsible for construction according to an environmental management plan

The contractor must take the utmost care to minimise the impact of his establishment and other construction activities on the environment.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C4.10 SMALL CONTRACTOR DEVELOPMENT, TRAINING AND COMMUNITY LIAISON

The employer is committed to the implementation of Government's policies and in turn expects the same from its contractors. Accordingly, it is a requirement of this project that tenderers are familiar with the specifications that relate to the transformation of the construction industry through the following:

- (i) adherence to the policies of the Reconstruction and Development Programme and other similar Government initiatives,
- (ii) employment and/or creation of Targeted Enterprises,
- (iii) arrangement of generic skills, engineering skills and entrepreneurial skills training programmes for which provision has been made in the Pricing Schedule,
- (iv) construction using labour maximisation principles and,
- (v) active participation with community-based structures.

Tenderers should note that liaison with adjacent communities via active participation with their leaders and constituted organisations and forums, as well as employment of their people, are essential parts of the project.

It is a requirement on this contract that the contractor actively pursues participation within local communities adjacent to the project, awareness of the need to bring work opportunities to the nearest indigent populations remains a priority.

C4.11 APPENDIX

Appendix 1: Materials Investigation

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C4.2 DRAWINGS

GENERAL NOTES :
 DIMENSIONS MAY NOT BE SCALED FROM THIS DRAWING.
SPECIFIC NOTES :
 ALL DIMENSIONS ARE TO BE CHECKED ON SITE PRIOR TO CONSTRUCTION TAKING PLACE. ANY DISCREPANCY BETWEEN ARCHITECTS DRAWINGS, ENGINEERS DRAWINGS AND THE BILLS OF QUANTITIES ARE TO BE CLARIFIED WITH THE ARCHITECT.
 ALL PRODUCT SPECIFICATION CODES ARE TO BE CHECKED WITH THE SUPPLIER PRIOR TO THE ORDERING AND BUILDING IN OF MATERIAL.
 ALL STRUCTURE TO BE CHECKED BY THE ENGINEER.

FOR USE FOR CONSTRUCTION AS BUILT

SIGNATURE: _____ DATE: _____

No.	Date	By	Description	Approved

AS BUILT DRAWINGS
 PROJECT: _____
 TECHNICAL COORDINATOR: _____
 DATE: _____
 CLIENT: _____



CLIENT APPROVAL

Name: _____ Signature: _____
 Date: _____ CLIENT DRAWING NUMBER: _____

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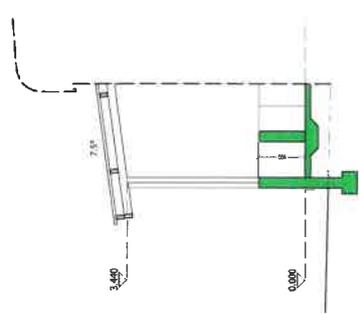
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PROJECT

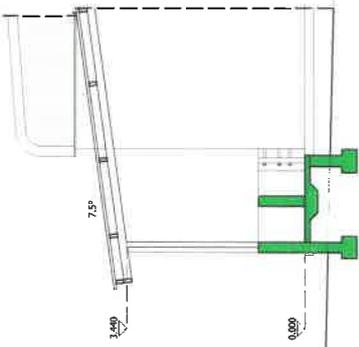
THE CONSTRUCTION AND UPGRADING OF THABA NCHU ABATTOIR AND CONSTRUCTION OF A RENDERING PLANT

DRAWING TITLE
PROPOSED ALTERATIONS TO EXISTING ABATTOIR: HOLDING PENS SECTIONS A-A, B-B, F-F & G-G

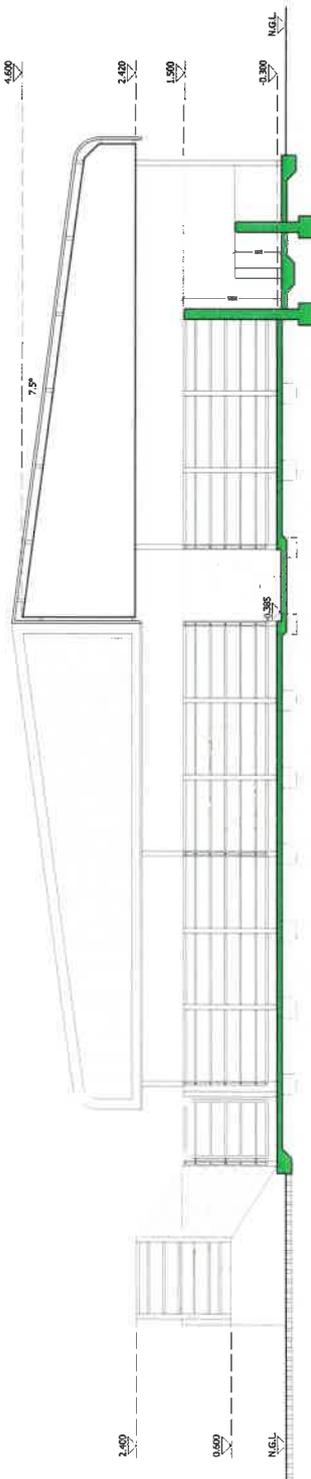
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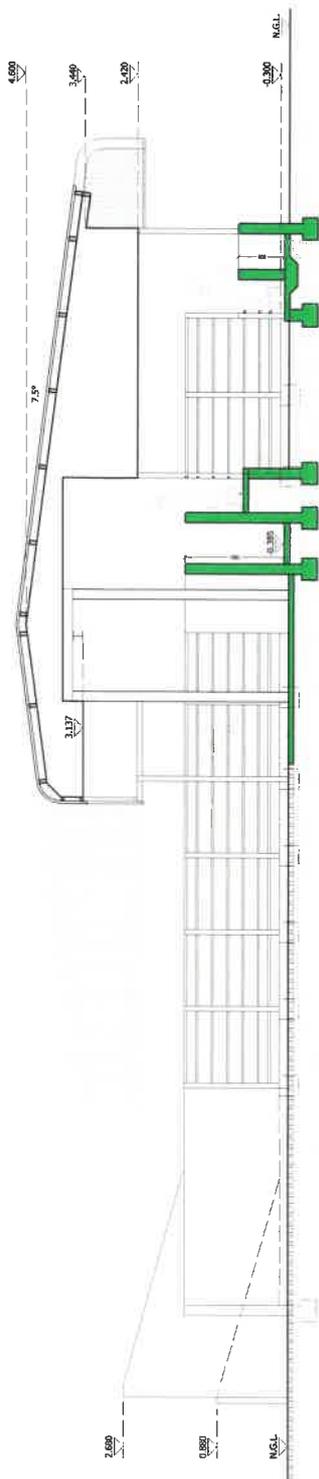
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C4.1 CONSTRUCTION HEALTH AND SAFETY SPECIFICATIONS

	CONSTRUCTION SAFETY SERVICES Reg. No. 2004/094601/23	Date: 08/2018
	Construction Health and Safety, Quality Management and Training Consultants PO Box 402, Harrismith, Tel: (+027) 058-6222-119 Cell: 083 399 0917 Fax (+027) 086 503 2689 E.mail : gilroy@interrext.co.za	Revision Number: CSS/ 002
		Health and Safety Specifications Compiled by: N Gilroy , CHSM/235/2016

CONSTRUCTION HEALTH AND SAFETY SPECIFICATIONS

For

THE CONSTRUCTION AND UPGRADING OF THABA NCHU ABATTOIR UNDER MANGUANG METROPOLITAN MUNICIPALITY PHASE 1

In terms of the

OCCUPATIONAL HEALTH AND SAFETY ACT (OHSACT) ACT NO 85 OF 1993 WITH SPECIFIC REFERENCE TO CONSTRUCTION REGULATIONS 2014

Disclaimer

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the principal contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the agent and/or client

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Section 1: Introduction

1.1 Scope of Health and Safety Specification Document

The health and safety specifications pertaining to this project cover the subjects contained in the index and are intended to outline the normal as well as any special requirements of the client pertaining to the construction health and safety matters applicable to the project.

The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted in any way whatsoever, to countermand or nullify any stipulation of the act, regulations and safety standards which are promulgated under, or incorporated into the OHS Act, 85/93.

1.2 Preamble

This "health and safety specifications" document is governed by the occupational health and safety act, 1993 (act no 85 of 1993), hereinafter referred to as the act, with specific reference to construction regulation 5(1) (a) and 5(1) (b). Notwithstanding this, cognizance should be taken of the fact that no single act or its set of regulations can be read in isolation.

Included in these specifications is set rules to assist the principal contractor, contractors (sub-contractors) and client of the project in controlling and managing construction health and safety issues on the construction site, as stipulated in the OHS Act

The specifications and rules do not relief the principal contractor, contractors (sub-contractors) or their employees from any legal obligation under the requirements of the "basic conditions of employment act" or the "occupational health and safety act".

The specifications and rules will apply for the duration of the project. Should the principal contractor or contractors (sub-contractors) not comply, it will be deemed as a breach of contract.

The principal contractor will carry full responsibility and accountability regarding the adherence to any health and safety issues when contractors (sub-contractors) are used to carry out any construction work on the project.

It must be noted that the client may stop any contractor from executing construction work, which is not in accordance with the client's health and safety specifications or rules for the project or which poses a threat to the health and safety of any person.

1.3 Purpose

The purpose of this specification is to brief the principle contractor and contractors on the significant safety aspects of the project. It provides information and requirements on inter alias:

- a) Safety considerations affecting the site and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) Submissions on health and safety matters; and
- d) The principal contractor's health and safety plan

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1.4 Project Description

Project:	The Construction and Upgrading of Thaba Nchu Abattoir under Mangaung Metropolitan Municipality, Phase 1
Client:	Department – Rural Development and Land Reform
Principal Agents/Engineers:	Ilifa Africa Engineers
Scope of Work:	Upgrading of excising abattoir structure, including the demolition and removal of existing structures/non desirable materials; Upgrading of existing holding pens, including the demolition and removal of existing structures/non desirable materials; The construction of additional new structures to existing structures; Civil works: earthworks, paving, roads and walkways; The construction of guard houses; The construction of a new Weigh Bridge.

Section 2: General Requirements

2.1 Definitions

Important definitions in the act and regulations pertaining to this specification document are hereby extracted:

“purpose of the act”

to provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“agent” means competent person who acts as a representative for a client;

“angle of repose” means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on the surface, rather than sliding or crumbling away

“bulk mixing plant” means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

“client” means any person for whom construction work is being performed;

“competent person” means a person who-

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a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: provided that where appropriate qualifications and training are registered in terms of the provisions of the national qualification framework act, 2000 (act no. 67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and

(b) is familiar with the act and with the applicable regulations made under the act;

“construction manager” means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

“construction site” means a work place where construction work is being performed;

construction supervisor” means a competent person responsible for supervising construction activities on a construction site;

“construction vehicle” means a vehicle use as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work.

“construction work permit” means a document issued in term of regulation 3 (Construction Regulation 2014)

“construction work” means any work in connection with:

(a) the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or

(b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

“contractor” means an employer who performs construction work;

“demolition work” means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

“excavation work” means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

“explosive actuated fastening device” means a tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing;

“fall arrest equipment” means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guardrails, screens, barricades, anchorages or similar equipment;

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“fall protection plan” means a documented plan, which includes and provides for-

- (a) all risks relating to working from a fall risk position, considering the nature of work undertaken;
- (b) the procedures and methods to be applied in order to eliminate the risk of falling; and
- (c) a rescue plan and procedures;

“fall risk” means any potential exposure to falling either from, off or into;

“health and safety file” means a file, or other record containing the information in writing required by these regulations;

“health and safety plan” means a site, activity or project specific documented plan in accordance with the client’s health and safety specification;

“health and safety specification” means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work;

“material hoist” means a hoist used to lower or raise material and equipment, excluding passengers;

“medical certificate of fitness” means a certificate contemplated in construction regulation 7(8);

“mobile plant” means any machinery, appliance or other similar device that is able to move independently, and is used for the purpose of performing construction work on a construction site;

“national building regulations” means the national building regulations made under the national building regulations and building standards act, 1977 (act no. 103 of 1977), and promulgated by government notice no r. 2378 of 30 July 1990, as amended by government notices no’s r. 432 of 8 march 1991, r. 919 of 30 July 1999 and r. 547 of 30 may 2008;

“person day” means one normal working shift of carrying out construction work by a person on a construction site;

“principal contractor” means an employer appointed by the client to perform construction work;

“scaffold” means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

“shoring” means a system used to support the sides of an excavation and which is intended to and prevent the cave-in or the collapse of the sides of an excavation;

“structure” means-

- (a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;

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(b) any false work, scaffold or other structure designed or used to provide support or means of access during construction work, or

(c) any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling;

"suspended platform" means a working platform suspended from supports by means of one or more separate ropes from each support;

"temporary works" means any false work, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during constructing work;

"the act" means the occupational health and safety act, 1993 (act no. 85 of 1993)

2.2 Client

2.2.1 The Client will appoint the contractor in writing for the execution of the works.

2.2.2 The Client will take reasonable steps to ensure that the contractor's health and safety plan is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

2.2.3 The Client or his agent will stop the contractor from executing construction work should the contractor at any stage in the execution of the works:

- a) Fail to implement or maintain his health and safety plan;
- b) Execute construction work which is not in accordance with his health and safety plan; or
- c) Act in any way which may pose a threat to the health and safety of any person/s.

2.2.4 The Client will at least 30 days before construction work is to be carried out apply to the provincial director, from the Department of Labour, for a construction work permit where intended construction work will exceed 180 working days, involve more than 1800 person days of construction work or where the value of the project exceeds thirty million rand or has a CIDB grading level of 6.

2.3 Principal contractor

2.3.1 The principal contractor shall accept the appointment under the terms and conditions of contract. The principal contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the department of labour of the intended construction work in terms of regulation 4 of the construction regulation. The principal contractor shall submit the notification in writing prior to commencement of work.

2.3.2 The principal contractor shall ensure that he is fully conversant with the requirements of the specification. The specification is not intended to supersede the act nor the construction regulations. Those sections of the act and the construction regulations which apply to the scope of work to be performed by the principal contractor in terms of this contract continue to be a legal requirement of the principal contractor.

2.3.3 The principal contractor shall provide and demonstrate to the employer a suitable and sufficiently documented health and safety plan based on this specification, the act and the construction regulations,

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which shall be applied from the date of commencement of and for the duration of or execution of the works.

- 2.3.4 The principal contractor shall provide proof of his registration and good standing with the compensation fund or with a licensed compensation insurer prior to commencement with the works.
- 2.3.5 The principal contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the act and construction regulations.
- 2.3.6 The principal contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the act and construction regulations.
- 2.3.7 The principal contractor shall ensure that a copy of his health and safety plan is available on request to the employer, an inspector, employee or sub-contractor.
- 2.3.8 The principal contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this specification, the act and the construction regulations, is opened and kept on site and made available to the employer or inspector upon request. Upon completion of the works, the principal contractor shall hand over a consolidated health and safety file to the employer.
- 2.3.9 Ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner.

Section 3: Construction Health and Safety Plan

3.1 General

The principal contractor has to demonstrate to the client that it has developed a suitable and sufficiently documented construction health and safety plan for the specific project appointed, as well as the necessary competencies, experience and resources to perform the construction work safely.

3.2 Contents of the Construction Health and Safety Plan

The health and safety management program should at least provide a detailed overview of the following matters:

- a) Procurement Management in respect of Construction Health and Safety;
- b) Cost Management in respect of Construction Health and Safety;
- c) Hazard Identification and Risk Assessment Management in respect of Construction Health and Safety;
- d) Accident and Incident Investigation Management in respect of Construction Health and Safety;
- e) Legislation and Regulation Compliance in respect of Construction Health and Safety;
- f) Health, Hygiene and Environmental Management in respect of Construction Health and Safety;
- g) Communication Management in respect of Construction Health and Safety; and
- h) Emergency Preparedness in respect of Construction Health and Safety.

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3.3 Structures and Organization of OHS Act Responsibilities and Appointments

3.3.1 Contractor's Construction Safety Officer

Before commencing work, the contractor shall designate a competent construction safety officer (CHSO) who shall be acceptable to the agent to represent and act for the contractor.

The contractor shall inform the agent in writing of the name and address of the contractor's CHSO and of any subsequent changes in the name and address of the officer, together with the scope and limitations of the CHSO's authority to act for the contractor.

The contractor's CHSO shall make available to the employer a telephone number at which the CHSO can be contacted at any time in the event of an emergency involving any of the contractor's employees, or other persons at the works.

3.3.2 Overall Supervision and Responsibility for Construction Health and Safety

The client and/or its agent on its behalf to ensure that the principal contractor, appointed in terms of construction regulation 5(1) (k), implements and maintains the agreed and approved H&S Plan. Failure on the part of the client or agent to comply with this requirement will not relieve the principal contractor from any one or more of his/her duties under the act and regulations.

The Chief Executive Officer of the principal contractor in terms of section 16(1) of the Act to ensure that the employer (as defined in the act) complies with the act.

All OHS Act (85/1993), section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal contractor to become part of site records (health & safety file).

The construction manager and assistant construction manager appointed in terms of construction regulation 8 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal contractor to become part of site records (health & safety file).

All health and safety representatives (she-reps) shall act and report as per section 18 of the act.

3.3.3 Specific Supervision Responsibilities for Construction Health and Safety

Several appointments or designations of responsible and/or competent people in specific areas of construction work are required by the act and regulations. The appointments must be in writing and competency of appointees must be available on the health and safety file.

3.4 Communication of the Health and Safety Management Program

The communication principles to be applied should cover the following:

- a) Construction health and safety goals for the project and arrangements for monitoring and reviewing health and safety performance.

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- b) Arrangements for:
 - Regular liaison between stake holders on site; and
 - Consultation with the workforce.
- c) selection and control of contractors (sub-contractors)
- d) The exchange of construction health and safety information between all stake holders (client, contractors, sub-contractors, designers, etc.). This will include the following:
 - Site security;
 - Site induction, onsite training;
 - Site facilities, e.g. Sanitation
 - First-aid facilities;
 - Reporting and investigation of accidents and incidents;
 - The production and approval of risk assessments and method statements ;
 - Site rules; and
 - Fire and emergency procedures.
- e) Reporting to the client, i.e. results and action of construction health and safety inspection, incident investigations and minutes of safety committee meetings.
- f) Reporting of incidents to the department of labour and compensation insurer where appropriate.

3.5 Construction Health and Safety Internal Audits and Inspections

The client and/or its agent on the client's behalf will be conducting periodic audits at times agreed with the principal contractor. This audit will monitor and ensure that the principal contractor has implemented, adhering to and is maintain the agreed and approved health and safety plan. Non – conformances will be highlighted for ratification to endure that the client is not unduly exposed regarding the requirements as stipulated by the OHS Act.

A representative and/or the relevant health and safety representative(s) of the principal contractor must accompany the client and/or it's agent on its behalf on all audits and inspections.

The principal contractor shall conduct his/her own inspections/internal audits at regular intervals. Copies of these inspections/internal audits must be handed to the client and/or its agent.

Copies of health and safety committee meeting minutes must be available to the client and/or its agent, reflecting recommendations made by the committee to the principal contractor for reference purposes.

3.6 Construction Health and Safety Incident/Accident Investigations and Reporting

The principal contractor shall report all incidents where an employee is injured on duty to the extent that the incident caused the following conditions:

- a) Fatal
- b) Unconscious
- c) Loses a limb or part of
- d) Becomes ill
- e) Permanent physical defect

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The principal contractor shall report all investigations regarding incidents, where:

- a) Major incident (safety, health or environmental) occurred
- b) Health or safety of any person was endangered.
- c) Hazardous/danger substance was spilled
- d) Uncontrolled release of any substance under pressure occurred
- e) Machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects.
- f) Uncontrolled running of machinery

3.7 Construction Health and Safety Training

The contents and syllabi of all training required by the act and regulations including any other related or relevant training as required must be made available to the client if so required.

3.7.1 Construction Health and Safety Induction Training

All employees of the principal and any other contractor (sub –contractor) must be in possession of proof of construction health and safety induction training. This training will include:

- Risk identification
- Safe work procedures (SWP)
- Personal protective equipment (PPE) the use and the maintenance thereof
- Health and safety outside the workplace
- Legal impact of health and safety matters
- Introduction to the "workmen's compensation act".
- Site security
- Sanitation facilities
- First aid facilities
- Fire and emergency procedures
- Roll of health and safety representatives and the selection of them
- Working hours and general working conditions
- Incident reporting and procedures
- Incident investigation and procedures

3.7.2 Other Training

All employees in jobs requiring competency in terms of the act and regulations must be in possession of valid proof of training/experience to be credited for competency.

Specific construction health and safety training requirements for this project includes:

- Construction health and safety representative
- First aider – level 1
- Risk assessor

3.8 Construction Health and Safety Budget (Cost Management)

To enable the client to comply with construction regulation 5(1) (g), the principal contractor has to demonstrate to the client that sufficient provision has been made to implement and managed the health and safety plan of the principle contractor.

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A detailed schedule of costs therefore has to be included in the health and safety plan submitted. This includes the following subjects:

3.8.1 Administration

- Compile a health and safety plan
- Notification of construction work
- Proof of good standing with the compensation fund or with a licensed compensation insurer

3.8.2 Construction Health and Safety Management Program

- Appointment of a safety officer(s) (full-time or part-time)
- Appointment of a health and safety consultant if required
- Other cost relating to the implementation and managing of the health and safety management program

3.8.3 Personal Protective Equipment (PPE)

The principal contractor is required to identify the hazards in workplace and deal with them on an ongoing basis. He/she must either remove them or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal protective equipment should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of personal protective equipment is considered.

Where it is not possible to create an absolutely safe and healthy workplace the principal contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present to allow them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the principal contractor maintains the said equipment, that he/she instructs and trains the employees in the use of the equipment and ensured that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use and/or wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition(s), for which the equipment was prescribed but an alternative solution has to be found, that may include relocating the employee.

The principal contractor may not charge any fee for protective equipment prescribed by him or her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed;
- Where the employee has patently abused or neglected the equipment leading to early failure; and
- Where the employee has lost the equipment

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All employees shall, as a minimum, be required to wear the following personal protective equipment on the project:

- Head protection. E.g. Hardhats
- Eye protection, e.g. Goggles
- Hearing protection, e.g. Earplugs
- Footwear, e.g. Safety shoes
- Hand protection e.g. Gloves
- Clothing, e.g. Overalls
- Fall protection, e.g. Harnesses (no monkey chain type harness will be allowed on site)
- Inhalation protection, e.g. Dust masks

3.8.4 Employee Site Facilities

Adequate and sufficient facilities shall be provided for employees on site, i.e.

- Protected change room for each gender
- Toilets for each gender (1 toilet for each gender and for every 30 employees)
- Hand wash facility
- Drinking water

3.8.5 Health and Safety Signage

Access to the construction site must be controlled. Health and safety signage to inform visiting public, employees, client, etc. must be prominently displayed. The following signage shall be displayed:

- No unauthorized entry
- Danger: construction work in progress
- Visitors to report to site office
- Site office location
- First-aid facility location and responsible person (include contact details)
- Fire equipment location
- Specific designated areas signage for storage and stacking
- Construction work permit must be displayed at the entrance of the construction site

3.8.6 Health and Safety Notice Board

A health and safety notice board (2000mm x 1000mm) shall be erected on site with the following information displayed:

- Safety notices
- Safety awareness poster
- Site rules

Information regarding emergency contact numbers/details of:

- Doctor
- Ambulance
- Hospital
- Fire brigade
- Safety officer

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- Project manager
- First aider
- Site evacuation map and zones

3.8.7 Training

Provision must be made to train employees regarding competency as required by the act and regulations, this will include the following activities:

- **Health and safety representative(s)**

Every contractor on site with twenty or more employees at the workplace must have a health and safety representative available during normal working hours.

In the case where 50 or more employees are at the workplace, every contractor must have at least one health and safety representative representing every group of 50 employees, available during normal working hours.

- **First aider**

Every contractor with ten or more employees at the work place shall have a person with a valid certificate of training in first aid – level 1. The first aider shall permanently be available at the workplace.

In the case where 50 or more employees are at the workplace, every contractor must have at least one first aider for every group 50 employees, available permanently.

- **Risk assessor**

Every contractor performing construction work shall before commencement of any construction work and during construction work, cause a risk assessment to be performed by a competent person.

The training provision should be read in conjunction with the act, construction regulations or any other regulation and safety requirements which were or will be promulgated under the act or incorporated into the act and be in force or come into force during the effective duration of the project.

3.8.8 First Aid Station

Every contractor with five or more employees shall have a first aid box on site. The first aid box shall contain suitable first aid equipment which includes at least the equipment stipulated in the annexure of the general safety regulations.

3.9 Logbooks and Registers

The following logbooks and registers shall be implemented and managed in terms of the Act and Regulations:

3.9.1 Health and Safety Appointments

An organogram depicting the necessary health and safety appointments, as identified in the OHS Act, must be displayed at the site office and notice board, where employees general report for duty.

3.9.2 Logbooks and Registers

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The following logging shall be carried out and recorded for the initial start of the project, but not limited to:

- Fire extinguishing
- First aid
- Incident/accident reporting
- Incident/accident investigation
- Portable electrical equipment
- Excavation
- Construction vehicles
- Information signage
- Health and safety inspections by health and safety representatives
- Monthly health and safety committee meeting minutes
- Attendance register
- Induction training
- Toolbox talks

Other logbooks/registers shall be implemented during duration of the project as stipulated by the Act and Regulations.

3.9.3 Record Keeping Responsibilities

Record keeping responsibilities by the principle contractor and contractors have to be implemented for reference and made available on request to an inspector, the client and the client's agent.

3.10 Construction Health and Safety File

The minimum contents of the health and safety file shall include, but not limited to:

- Health and safety plan;
- Various policies;
- Emergency evacuation plan;
- Letter of good standing;
- Notification of construction work;
- Construction work permit;
- Client: monthly audit reports;
- Client: baseline risk assessments;
- Client: health and safety specifications;
- Various mandatory agreements and appointment letters with sub-contractors;
- Principal contractor's hazard identifications and risk assessments;
- Incident and accident procedures and reports (including medical assessments where required);
- Acts and regulations;
- Code of good practice;
- Legislative appointment letters (as required by the ohs act, 85/93);
- Competency certificates;
- Medical fitness certificates;
- Induction training for employees and site visitors;
- Copies of identification documents;
- Hot work permit (where necessary);
- Various inspection registers;

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- Toolbox talks;
- Safe working procedures;
- Disciplinary procedures;
- Internal audits;
- Various material safety data sheets.

Section 4: Site Specific Health and Safety Requirements

4.1 Designated Danger Areas on Site

All designated danger areas on site shall be demarcated by the contractor with appropriate material and hazard notices posted at strategic locations to prevent unauthorized persons entering the danger area.

Appropriate material to safeguard danger areas includes:

- Safety netting or fencing at least 1m in height;
- Timber boards or similar material;
- Corrugated sheeting.

Danger tape will not be allowed to be used as a single demarcation notice. It can only be used as a support of hazard identification with various materials as identified above.

4.2 Road Traffic Ordinance/Transportation Act

The contractor shall ensure that drivers and operators of vehicles, mobile plant and machinery are in possession of valid driver's licenses and competency certificates.

The contractor shall not permit any driver or operator to be in control of a vehicle or mobile plant or machinery at the works while under the influence of alcohol or drugs.

All vehicles of the contractor shall display a name board bearing the Contractors name. Hired vehicles shall bear an identifying sticker.

4.3. Overhead Power Lines

Regulations of the Electricity Supply Authority in connection with prohibition of operations in the vicinity of overhead power lines shall be observed by the contractor at all times.

4.4 Machine guarding

All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded; the contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

4.5 Concrete Mixing Equipment

The Contractor shall use or cause to be using any plant for the storage, gauging and mixing of materials for concrete unless:

- The aggregates of different nominal size are separately stored in such a way that segregation, intermixing of different materials and contamination by foreign matter is prevented

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- The storage area shall be protected from unauthorized entry by an adequate barrier
- A safe and tidy approach shall be maintained to the aggregate storage area.
- The Contractor shall appoint operators skilled in the operation of the plant.
- On a weekly basis, the plant shall be inspected by a competent person. The inspections shall include a check of the calibration of all the measuring devices and shall be recorded in a logbook, which shall be made available to the Agent on request.

4.6 Excavation/Shoring

The Contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.

The face of an excavation shall not be undercut.

All excavations, irrespective of depth, shall be adequately screened off with barrier netting or some other suitable means of warning persons of a hazardous area. Where the depth of the excavation exceeds 2m, a wooden or steel barrier shall also be erected around the excavation, particularly at the end of the working shift and at the start of weekends and holidays to prevent persons from falling into the excavations.

Ensure excavations are inspected by the Excavation Supervisor and the findings documented:

- Daily, prior to the commencement of working activities;
- after blasting operations;
- after the unexpected fall of ground/material;
- after damage to the support/shoring/bracing; and
- after rain.

Adequate shoring, according to the recommendations of SABS 1200, Section D, 1988, shall be provided in the excavation by the Contractor when necessary. The shoring shall be approved by the Agent before excavation work continues.

4.7 Prevention of Uncontrolled Collapse

The contractor shall ensure that:

- All reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying of construction work
- No structure or part of a structure is loaded in a manner that would render it unsafe.

4.8 Electrical Equipment and Procedures Used by the Contractor

All electrical equipment shall be regularly inspected by a qualified electrician, who shall be appointed by the Contractor, and the inspections shall be logged. The frequency of inspections shall be determined by the Agent.

A recorded of the inspections shall be kept and shall be made available to the Agent on request.

The Contractor shall ensure that all his electrical equipment conforms to operational and safety requirements

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All earth leakage units shall be tested at intervals of not more than one month and signed for by the qualified electrician.

4.9 Commissioning Safety Precautions

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant/ machinery disengaged until the work or repairs have been completed.

4.10 Toxic Materials

The Contractor shall exercise all necessary care in the handling of toxic compounds and shall be able to identify the major chemical components in the event of medical treatment being required.

4.11 Hazardous Chemicals and Materials

The Contractor shall provide suitable adequate protective equipment when working in an area where hazardous chemicals and materials are being used.

The Contractor shall ensure that its employees have familiarized themselves with the hazardous material data sheets applicable to the specific site as well as the location of the firefighting equipment, safety showers/baths and other washing facilities, prior to the commencement of work.

4.12 Indemnity of the Employer and His Agents

Annexure A to this Specification contains a "Mandatory Form of Authority and Agreement in terms of Section 37() of the Occupational Health and Safety Act, No. 85 of 1993" which agreement shall be entire into an duly signed by both the Employer and Contractor prior to commencement with work. A copy of the signed agreement shall be included in the Contractor's Health and Safety File.

Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer or any of his Agents including lack of disapproval shall not relieve the Contractor from any responsibility he has under the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliance.

4.13 Construction Sanitation and Domestic Facilities

The Contractor shall, depending on the number of workers and the duration of the project, provide at the construction site the following clean and maintained facilities:

- at least one sanitary facility for every 30 workers (one facility for each gender)
- changing facility for each gender
- sheltered eating area
- Clean drinking water

4.14 HIV/Aids Awareness

The Contractor has to implement a HIV/Aids awareness programme for raising awareness' about HIV/Aids through education and information on the nature of the disease, how it is transmitted, safe sexual behavior, attitudes towards people affected and people living with HIV/Aids, how to live a healthy lifestyle with HIV/Aids, the importance of voluntary testing and counseling, the diagnosis and treatment of Sexually Transmitted infections and the closest Health Service Providers.

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Informing workers of their rights with regard to HIV/Aids in the workplace and providing workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices.

4.15 Fire Precaution/Protection

The Contractor shall ensure:

- That all appropriate measures have been taken to avoid the risk of fire on site.
- Sufficient and suitable storage is provided for flammable liquids, solids and gases.
- Smoking is prohibited and notices in this regard are a prominently by displayed at all places containing readily combustible or flammable materials.
- Combustible materials do not accumulate on the construction site.
- Suitable and sufficient fire-extinguishing equipment is placed at strategic locations and that such equipment is maintained in good working order.
- Employees are trained to use firefighting equipment on site.

4.16 Demolition Work – Specific Reference to Asbestos

The Contractor shall develop a demolition plan for approval by the client. The demolition plan must address the following:

- A method statement on the procedure to be followed during the demolishing of the structures
- Inspection of the structural integrity of the structures at intervals determined in the method statement to avoid premature collapses.
- The following safety standards shall form part of the method statement:
 - No floor roof or other part of the structures are overloaded with debris or material
 - Practicable precautions are taken to avoid the danger of the structures collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut.
 - Not require or instruct any person to work under unsafe overhanging material or structure, which has not been adequately supported, shored or braced.
 - Where the stability of an adjoining building structure or road is likely to be affected by demolition work on a structure, take steps as may be necessary to ensure the stability of such structure or road and the safety of persons.
 - Ascertain as far as reasonably practicable the location and nature of electricity and water.
 - Cause convenient and safe means of access to every part of the demolition site and structures.
 - Fence off the danger area.
 - Demolishing buildings shall be adequately illuminated where work is performed.
 - A waste removal plan shall be implemented as approved by the Client.
 - Waste and debris shall not be disposed from a height higher than 3m if a chute is not used, or an approved alternative is acceptable to the Client.
 - Where the risk assessment indicates the presence of asbestos the contractor shall ensure that all asbestos related work is conducted in accordance with the provisions of the Asbestos Regulations promulgated by Government Notice No R155 of 10 February 2002, as amended.

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4.17 Pollution of Environment

The Contractor shall:

- Put measures in place to minimize dust generation
- Prevent the accumulation or littering of empty cement pockets, plastic wrapping/bags, packing materials etc.
- Spillage/discarding of oil, chemicals and diesel into storm water and other drains or into existing or newly dug holes/cavities on site are expressly prohibited.

4.18 Noise mitigation

The Contractor shall:

- Identified tasks where noise levels exceed 85 Db at any one time. All reasonable steps taken to reduce noise levels at the source.
- Hearing protection used where noise levels could not be reduced to below 85 Db.

4.19 Housekeeping

The Contractor shall:

- Implement a waste management program to ensure the removal of all items of scrap/unusable off-cuts/rubble and redundant material at appropriate intervals.
- Ensure that the stacking of construction material is:
 - Stable, on a firm surface/base level
 - Prevent from leaning or collapsing
 - Stacked to make collecting accessible
- Ensure that adequate storage areas are provided and that these areas are free from weeds, litter, etc.

4.20 Electricity

The Contractor shall ensure that the following safety precautions have been implemented for electricity works during the project period:

- Electrical distribution boards and earth leakages;
 - Are color coded/numbered/symbolic sign displayed
 - Area in front is kept clear and unobstructed
 - Are fitted with inside cover plate/openings blanked off/no exposed "live" conductors/terminals/door kept close
 - Switches/circuit breakers are identified
 - Earth leakage protection unit fitted and operating
 - Tested with an instrument. Test results are within 15-30 milliamps aperture/opening/s provided for the plugging in and removal of extension leads without the need to open the door.
 - Apertures and openings used for extension leads to be protected against the elements and especially rain
- Electrical installation and wiring (permanent or temporary);
 - Temporary wiring/extension leads in good condition and no bare/exposed wires

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- Earthing continuity/polarity correct cables protected from mechanical damage and moisture
- Correct loading observed e.g. No beating appliance used from lighting circuit etc.
- Light fittings/lamp protected from mechanical damage/moisture
- Cable arrestors in place and used inside plugs
- Physical condition of electrical appliances and tools;
 - Insulation/casing in good condition
 - Earth wire connected/intact where not of double insulated design
 - Double insulation mark indicates that no earth wire is to be connected
 - Cord in good condition/no bare wires/secured to machine & plug
 - Plug in good condition, connected correctly and correct polarity

4.21 Site Vehicles, Mobile Plant and Machinery

The Contractor shall ensure:

- That only competent operators will be allowed to operate vehicles plant or machinery that he/she have been allocated to;
- That daily inspections are carried out prior to the use of vehicles, plant or machinery;
- That record of daily inspections are kept on site;
- That written proof of competency of operators is available on site;
- That a site speed limit is posted and not exceeded.

4.22 Hand Tools

The Contractor shall ensure that hand tools used during the construction period will be of good quality and maintained in good working order.

4.23 Ergonomic Risks

The Contractor shall ensure that the following ergonomic risks are considered during risk assessments of the project:

- Visual work place – fall from height and tripping over construction material and debris.
- Awkward posture – health complications from unnatural posture due to picking up heavy plant, machinery, construction material and debris.

4.24 Behavioral Risks

The contractor shall ensure that the following behavioral risks are considered during risk assessments of the project:

- Man and machine interaction – loose clothing caught in machinery and plant
- Workers not wearing issued PPE – disciplinary actions should be implemented if workers are not using their issued PPE.
- Using the right tool for the job- Home-made or damaged tools will not be allowed on site.
- Alcohol and other drugs – no use of alcohol or any other drug will be allowed on site.

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4.25 Continuous Risk Assessment

The purpose of implementing continuous risk assessment as part of the required risk assessment program is to ensure that operational identified hazards and risks will be treated with due diligence.

The following activities must form the basis of continuous risk assessment:

- Safe work procedures
- Method statements
- Internal health and safety inspections

4.25.1 Safe Work Procedures (SWP)

The Contractor must ensure that SWP's for the project address the following elements:

- The work method to be followed to conduct work safely
- Mitigate/eliminate or control workplace risks and hazard
- Responsibilities of competent personnel to implement safety measures
- Identify PPE, if required
- Identify correct equipment/tools/machinery to be used
- Identify training needs
- Reference of relevant registers to be completed
- Set time-table to rectify any non-conformances

4.25.2 Method Statements

Method statements to rectify health and safety non-conformances shall be required from the Contractor during the project period.

Method statements shall be copied to the Client's Health and Safety Agent for evaluation and audit purposes.

4.25.3 Internal Health and Safety Inspections

The Contractor shall conduct internal health and safety inspections on a regular basis. These inspections shall be recorded and be available on the health and safety file.

4.26 Ladders

Every ladder shall be:

- Of good construction, sound material and adequate strength and suitable to the purpose for which it is used (e.g. electricians shall use suitable insulated ladders).
- Fitted with non-skid devices at the bottom of the stiles or with hooks or similar devices at the tops of the stiles.
- Except for extension ladders, no ladder shall be used which is longer than 4.5m and no ladder shall have its reach extended by tying together two or more ladders.
- All ladders shall be inspected weekly and a log shall be kept of the inspections.

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4.27 Scaffold Design, Erection and Inspection

Scaffold Design, Erection and Inspection to comply with the *SANS 10085-1:2004 The Design, Erections, Use and Inspection of Access Scaffolding*, i.e.:

4.27.1 Foundations for Scaffolding

The surface on which scaffolding is to be erected shall be approved by a Scaffolding Supervisor. Where doubt exists regarding the bearing capacity of the surface, a detailed investigation shall be carried out and, if necessary, the approval of a professional engineer obtained.

4.27.2 Sole Boards

A sole board shall:

- Be of timber that complies
- Be of width at least 225mm and suitable in length
- Be of thickness at least 32mm, if the scaffold height does not exceed 15m; and
- Be of thickness at least 45mm if the scaffold height exceeds 15m.

4.27.3 Base Jacks

a) Steel base jacks of nominal diameter 38mm shall have:

- A welded base plate as specified, but without the spigot
- An unthreaded length of 150mm or more at the opposite end of the shaft to the base plate
- A safe working load of at least 30kn for axial loading at full extension; and
- If the jack is constructed from tube, a rolled thread

Some lateral loading is to be expected in addition to the axial load, and a safe working load of 1,3Kn for lateral loading at full extension shall be required.

b) Swivel Base Jacks

- Base jacks may also be fitted with swivel base plates. In this case the supplier shall provide information regarding safe working loads.

4.27.4 Base Plates

A steel base plate shall:

- be of steel that complies with the SANS code
- be square, having sides of at least 150mm
- be of thickness at least 6mm
- have a spigot of length at least 50mm and of diameter not less than 10mm and not more than 20mm fixed centrally on one face.

4.27.5 Standards

Examples of the usage for which each class of scaffolding is suitable are given below:

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Class	Example of usage	Maximum number of working platform levels	Maximum platform safe working load Kg/m ²	Maximum spacing of standards (m)	Platform width (excluding inside boards)	
Very light (VL)	Inspection Painting Stone cleaning	4 x VL	80	3	675	1150
Light (L)	Repointing Replacing windows Plastering Insulation	3 x L	160	2.5	900	1150
Medium (M) (General purpose)	New building brickwork Block work	2 x M 1 X VL	240	2	1125	1150
Heavy (H)	Masonry Heavy cladding	1 x H 1 X L 1 X VL	320	1,8	1125	1380

4.27.6 Ledgers

The requirements for the use of ledgers are:

- Ledgers shall be horizontal and secured at right angles to each standard, except the lowest ledgers shall be fixed to sloping ground.
- The lowest level of ledgers or foot ties shall be fixed not more than 300mm above the bottom of the standards.
- Joints in the ledgers shall be staggered by at least one bay in length and shall be located not more than 900mm from a standard.
- Ledgers shall be fixed at vertical spacing not exceeding 2.1m.
- The top ledger shall be fixed at least 1m below the top of a standard.

4.27.7 Ties

The ties used shall be either:

- Of the fixed type which is positively fixed to the structure
- Of the reveal type which relies on friction to provide the means of restraint.

4.27.8 Bracings

Bracing shall:

- Be provided to prevent distortion of scaffolding
- Be arranged in triangular-shaped patterns with connections at a distance not exceeding 300mm from the intersections of vertical and horizontal members.

4.27.9 Use of Couplers

A ledger shall be connected to a standard by means of a double coupler.

4.27.10 Working Platforms

Working platforms for scaffolding shall:

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- Consist of boards that have minimal gaps between the edges, and that are of approximately equal thickness, and that are so arranged that the ends are in line across the width of the platform.
- have all boards tied down and secured
- Have guardrails so fixed that its center line is at a height of 900mm above the platform.

Section 5: Site Specific Risk Assessment

5.1 Contractors Risk Assessment Requirements

5.1.1 Methodology

Prior to drafting the health and safety plan, and in consideration of the information contained here-in, the contractor shall set up a risk assessment program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This risk assessment and the steps identified will be the basis or point of departure for the health and safety plan.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily/hourly basis. Therefore, due caution is to be taken by the principal contractor when dealing with the identification of hazards and risks.

The risk assessment to be conducted for this project shall be defined as workplace risk assessment. Workplace risk assessment is a set of ongoing management and engineering activities of the project, aimed at ensuring that the health, safety and environmental hazards/risks of the project are identified, understood and minimized to a reasonable, achievable and tolerable level.

The following guide can be helpful to conduct and manage risk assessments:

Step 1:

Identifying the current, as well as emerging hazard, risks and/or exposures.

Step 2:

Aim to identify major hazards, don't waste time on the minor and detail except if such hazard has the potential to repeat itself on a frequent basis.

Step 3:

Involve as many people as possible in the ongoing risk assessment process especially those at risk.

Step 4:

Gather all the information and analyze it.

Step 5:

Look at what actually could or has occurred including non-routine operations.

Step 6:

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		Health and Safety Specifications Compiled by: N Gilroy , CHSM/235/2016	

Use a systematic approach to ensure all hazards are adequately addressed.

Step 7:

Assess the risks identified or the risk that occurred by taking into account the effectiveness of current as well as controls under consideration.

Step 8:

Ensure the process is practical, realistic, cost and business effective.

Step 9:

Always record the assessment in writing including i.e. assumptions, date and why a particular decision has been made.

5.1.2 Contents of the Risk Assessment Program

All risk assessments shall be conducted in terms of an acceptable methodology, prior to commencement of work, according to the provisions of Construction Regulation 9 and should cover at least the following:

- Movement of construction vehicles
- Earth works
- All work near overhead power lines and underground cables
- Locating underground cables/existing services
- Hand excavation of trenches
- Mechanical excavation of trenches
- All work carried out inside trenches, including compacting, pipe laying, backfilling etc.
- Working at heights
- Temporary works (formwork and support work)
- Lifting operations using various cranes (mobile, free standing, etc.)
- Electrical installations
- Housekeeping
- Fire precaution
- Temporary stockpiling and removal of excavated material
- Transporting material
- Storage and stacking of construction material
- Waste management of construction debris and litter
- Demolition work
- Working with hand tools
- Working with portable electrical tools
- All health hazards that can be present during any of the above activities and should include individual dusts,
- Gases, fumes, vapors, noise, extreme temperatures, illumination, vibration and ergonomic hazards due to any of the above activities

The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction work. Each activity must be split down to individual tasks and all associated hazards identified and listed in the risk assessment. This ensures that critical tasks and subsequent critical hazards are not missed.

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The risk assessment to be included in the health and safety plan must clearly indicate:

The methodology used to conduct the risk assessments.
Breakdown of processes and activities covered
Risk grading anticipated i.e. high, medium or low
Safe work procedures and the communication thereof

All risk assessments are to be conducted by a competent person as appointed. The plan must include a declaration in this regard or the risk assessment must contain the signature(s) of this appointed persons.

Risk assessments are to be communicated to the client's OHS agent prior to commencement of work.

The OHS agent reserves the right to stop any work if such work is not conducted in terms of the recommendations of the risk assessment.

Risk assessments are to cover safety as well as health hazards.

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- Consist of boards that have minimal gaps between the edges, and that are of approximately equal thickness, and that are so arranged that the ends are in line across the width of the platform.
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Use a systematic approach to ensure all hazards are adequately addressed.

Step 7:

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- Electrical installations
- Housekeeping
- Fire precaution
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The risk assessment to be included in the health and safety plan must clearly indicate:

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The OHS agent reserves the right to stop any work if such work is not conducted in terms of the recommendations of the risk assessment.

Risk assessments are to cover safety as well as health hazards.

6. Traffic Accommodation Specifications

6.1 General

The Traffic Accommodation Specification has been developed in conjunction with the South Africa Road Signs Manual (3rd edition) with special reference to Volume 2, Chapter 13 Roadwork's Signing and the Occupational Health and Safety Act 85/93. This is to ensure that the standard is kept (signage, road marking and signaling) for Roadwork Construction or related work in South Africa in the interest of the general safety of the road user and the safety and well-being of employees working on the Construction Site.

6.2 Objective

In order to achieve the safest possible operating environment the following objectives should be sought with disciplined attention to detail:

- a) Establish, as far as possible, a standard pattern of traffic control devices for typical road construction and maintenance operations which is simple and clear to understand;
- b) Develop in drivers, by means of exclusive signs which are visible and have a simple and easily understood message, a high level of awareness that a reduced standard of roadway exists ahead of them, and the knowledge that this requires their increased vigilance;
- c) Generate a high level of driver respect and familiarity for the efficiency and adequacy of the traffic management used at road works;
- d) Maintain roadway capacity and traffic flow at the highest possible levels, particularly on the higher class routes, where large traffic volumes would otherwise result in congestion, delay and accident potential;
- e) Keep roadwork related accident levels at a minimum;
- f) Provide adequate information to redirect drivers *via* alternative routes when detours are implemented;

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- g) Provide designers of traffic management systems, and the site staff who implement them, with adequate tools with which to accomplish the above objectives;
- h) Make designers and site staff aware of the need for a very high degree of discipline in the management of their sites on a day to day basis.

6.3 Key Personnel

The following appointment must be made to ensure the development, implementation and maintenance of a, well-documented, Traffic Accommodation Plan:

6.3.1 Construction Safety Officer (CR 8.5):

In terms of Construction Regulation 8(5), the Contractor after having considered the size of the project, the dangers likely to be encountered or the accumulation of hazards or risks on the site appoint a full time or part time Construction Safety Officer in writing to assist in the control of safety related aspects on site. His/her duties may include:

- Manage all health and safety issues as contemplated in this Plan;
- Ensure that all the requirements in terms of this Plan are met;
- Ensure that all contractors comply with the requirements as stipulated in this Plan;
- Ensure that all records, registers and required lists are implemented maintained;
- Stop construction work upon identifying any non-compliance by any contractors; this includes stopping any work should the competency of the person carrying out such work be questionable.

6.3.2 Traffic Control Officer:

The Traffic Control Officer will be charged with the implementation and maintenance of the Traffic Control Plan; perform all tasks associated with traffic management for works or events, i.e.:

- Perform duties in accordance with the OHS Act and the SARTSM;
- Daily Tasks include, but are not limited to:
 - Completing vehicle pre-start checks;
 - Loading and unloading the Traffic Accommodation Vehicle with Signage and associated devices;
 - Accurately complete Daily Traffic Accommodation Inspection Registers, ensuring that all variations, modifications or adjustments to a traffic management scheme are fully recorded and authorised;
 - Accurately layout a traffic management scheme in accordance with the approved Traffic Accommodation Plan;
 - Accurately complete Site Hazard Assessments and implement control measures to suit the site;
 - Accurately and regularly complete site checks and monitor traffic behaviour and or flow to ensure safety is maintained at all times;
 - General maintenance on the signage, delineators, stop-and-go facilities etc.; and
 - Work diligently with the Client's Site Representative and fulfil any site instructions, requests etc.

6.3.3 Other Appointments:

Various other appointments must be made to ensure the Implementation and Maintenance of the Traffic Accommodation Plan, i.e.:

- Flag People;

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- Stop-and-go operators;
- First Aider GSR 3(4);
- Health and Safety Representative Sec 17 (1).

6.4 Traffic Management

6.4.1 Stop-and-Go Operations

Stop-and-go can be defined within two groups namely "Day Closures" and "Day-and-Night Closures".

6.4.1.1 Day Closures

Day closures will only occur during a single shift at a time (temporary works). This will commence at the start of a normal working day and will end within 8 to 10 hours (single shift, depending on the season). These areas are short in length and the Stop-and-Go operators will have visual contact with each other. Where visibility is poor the use of an intermediate flag person must be used or a two-way radio system.

6.4.1.2 Day-and-Night Closures

Day-and-Night Closures must be implemented when working activities cannot be concluded within a single shift. The Stop-and-go functions must be done through trailer or a permanently fixed structure fitted with a two-way radio system (solar energy source or generator). This operation must be able to function throughout the night and will be fitted with a "flood light" to ensure road users can visually see this area (also for security reasons). This area must be inspected at each shift change to ensure the functionality of the system. Precautionary steps taken must include but is not limited to:

- Inspecting the functionality of each stop-and-go at shift change;
- Providing other means of communication (cell phone) in case of failure of the primary source (two-way radio systems);
- Providing "flood lights", signaling devices (red and green lights), illumination treatment on the trailer etc. when visibility is poor;
- Providing a generator in case the primary energy source (solar, battery) is not functioning;
- Provide training to operators, flag people etc.

6.4.2 Signage

6.4.2.1 Classification

Signage is classified into four different classes with two sub-categories, namely permanent and temporary. Almost all signage can be converted to temporary signage by using black symbol, letter or border on a yellow background in place of the standard white symbol, letter or border on a white, blue or green background.

Classification	Type	Permanent	Temporary	Series
1. Regulatory	Control	R 1	R1	1 - 6
	Command	R 101	TR 101	101 - 140
	Prohibition	R 201	TR 201	201 - 242
	Reservation	R 301	TR 301	301 - 354

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	Comprehensive	R 401	TR 401	401 - 403
	Secondary	R 501	TR 501	
	De-restriction	R 601	TR 601	
2. Warning	Road Layout	W 101	TW 101	101 - 363
	Movement	W 201	TW 201	
	Symbolic	W 301	TW 301	
	Hazard	W 401	TW 401	401 - 415
3. Guidance	Location	GL	TGL	
	Route	GE	TGE	
	Direction	GD	TGD	
	Freeway	GA, GB, GC	TGA, TGB, TGC	
	Tourism	GF	TGF	
	Diagram	GS	TGS	
	Pedestrian	GP	TGP	
4. Information	Information	IN	TIN	

6.4.2.2 Shape, Size and Colour

Shape and size will be in accordance to the specifications set out by the SADCRSM, Volume 1, Chapter 1.4 Shape, Size and Colour.

Because signage will be temporary of nature the signage will be converted to temporary signage by using black symbol, letter or border on a yellow background in place of the standard white symbol, letter or border on a white, blue or green background.

6.4.2.3 Inventory

The following signs must be available before attempting to implement and Short Term Lane closure (see Annexure 1 for details):

Short Term Lane Closure: Stop-and-go Operations			
Sign	No.	Size (mm)	Quantity
Workman	TW 336	1200	2
Lane Closure	TW 329	1200	1
	TW 330	1200	1
Stop Ahead	TW 343	1200	2
Arrow	TR 103	1200	1
	TR 104	1200	1

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Stop-go	R1.5A/R1.5B	750	2
Delineation	TD 4 (cone)	750	50 for tapering 20 per 100 meters
	TW 401 (right)	800	
	TW 402 (left)	800	
Flags		450 x 450	6
Distance Indicator	200m TIN 11.3	1200	2
	300m TIN 11.3	1200	2
Speed Indicator	TR 201-60	1200	2
	TR 201-40	1200	2
Additional Signage for Day-and-Night Closure			
Sign	No.	Size (mm)	Quantity
Distance Indicator & Stop Ahead	600m TIN 11.3	1200	2
	TW302	1200	

6.4.3 Layout

The systematic breakdown of the Construction Site into various standardised Sub-components will result in a more efficient and save site operations. These Sub-components are divided into 6 areas namely:

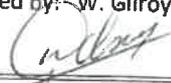
- The Advance Warning Area;
- The Transition Area;
- The Stabilising Area;
- The Buffer Zone;
- The Work Area; and
- The Termination Area.

6.4.3.1 The Advance Warning Area

The Advance Warning Area serves the purpose to advise the road user that there are temporary conditions ahead which requires particular care. The reduction in speed would be the first priority.

Reduction in speed will occur in intervals of 200meter with a reduction of 20km/h in each step. The length of the Advance Warning Area will be determined by the speed already enforced, i.e.:

- 120km/h – 100km/h - 1000meter length of the Advance Warning Area;
- 80km/h – 60km/h - 600meter length of the Advance Warning Area;
- Less than 60km/h - 400meter length of the Advance Warning Area;
600 meter length for Day-and-Night Closure.

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Various other signage will be incorporated in between the Speed Reduction Signage to indicate to the road user the type of condition he/she is heading into:

- Workman ahead;
- Stop-go operations;
- The closure of one lane.

Signage layout and distance within the Advance Warning Area would be then:

- R1.5A/R1.5B Stop-go Sign;
- **100 meters distance;**
- TW329/330 Lane closure Sign;
- **100 meter distance**
- TIN 11.3 & TW 343 200meter/stop ahead sign and TR201-40 40km/h sign;
- **100 meter distance;**
- TIN 11.3 & TW 336 300meter/workman sign;
- **100meter distance;**
- TR201-60 60km/h signage;
- **200 meter distance (day-and-night closure);**
- TIN 11.3 & TW 302 600meter/stop ahead (day-and-night closure).

Total distance for the Advance Warning Area would be 400 meters and 600 meters for day-and-night closure.

6.4.3.2 The Transition Area

The transition area will be clearly defined by setting out delineators to assist the road user to take natural action without confusing the said road user. This area will conform to the layout as depicted on the guidance signs preceding it.

The Taper Treatment Specification as set out in the SARTSM, Volume 2, Chapter 13.5 Taper Treatment at Road Works, must be adhere to, i.e.:

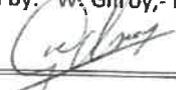
#	Condition	Taper Rate	Spacing of Delineator (meter)
C	60 km/h – 40 km/h Approach	1:20 (a:b)	5

- "a" would be the width of the lane being deviated from
- "b" would be the length of the tapering
- The equation would be then $a \times b = \text{Tapering length}$

6.4.3.3 The Stabilizing Area

This area is dedicated to stabilizing the traffic after negotiating the transition area before reaching another change in conditions. When another Transition Area is anticipated the signage for this would be placed within the Stabilizing Area. This area would be defined with delineators.

6.4.3.4 The Buffer Zone

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This area is situated between the transition area and the working area and provides a “safe zone” for workers. This area will be no less than 50 meters in length before working areas.

6.4.3.5 The Work Area

This area will be adequately defined with the use of delineators; where delineators must be removed for working activities the use of Flag people will be introduced. Construction vehicles and mobile plant turning in and out of Working Areas will be kept to a minimum and will be assisted by Flag People.

6.4.3.6 The Termination Area

This area involves the returning of traffic to its normal flow. Courtesy signs and permanent speed indicating signage will be placed at the end of this area.

The Taper Treatment for delineators in this area would be 1:10 (a:b); “a” being the width of the road and “b” being the length of the tapering.

6.4.4 Flag People

The following measures must be implemented to ensure flag people act as an advance warning to road users:

- Flag people to be on point before stop-go operations commences;
- Flag people to be strategically places, i.e.:
 - At the furthest point (60km/h sign),
 - Must rove when stationary traffic exceeds the length of the Advance Warning Area;
 - Must be rotated.

6.4.5 Temporary Delineation

6.4.5.1 Delineators TW 401 - 402 Series

200 mm x 800 mm:

- Short rural sites and localised sections of above average hazard potential at rural sites;
- Urban class "B" (arterial) streets and other complex sites.

6.4.5.2 Traffic Cones TD4

Traffic cones (TD4, size 750 mm in height) must only be used for:

- Minor short term works during normal daylight;
- Mobile maintenance (grass cutting, road marking etc.).

6.4.5.3 Other Forms of Delineation

The other forms and types of delineation that could be considered would be according to the SARTSM, Volume 2, Chapter 13.5.2 specification; and is as follows:

- Guardrails delineators (TDI);
- Temporary road studs;
- Temporary road marking;

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- Plastic delineator tape (TD 5).

6.4.5.4 Barricading and Barriers

a) Barricading

The objective of barricading is to demarcate the working area or to restrict vehicles from entering a specific area. Barricading would be provided with enough illumination treatments and signage to ensure visibility.

b) Barriers

Barriers would be sufficiently fixed structure giving physical protection to traffic and workers alike. As per barricading, barriers would be provided with enough illumination treatments and signage to ensure visibility. The use of guardrails delineators or similar devices (such as retro-reflective plates inserted between each joint of the barriers) must be enforced. Barriers must be installed in the following conditions:

- Where the fill next to the travelling road is more than 4 meters with no recovery area;
- Where water next to the travelling road is deeper than 1.5 meters;
- At all bridges;
- Where the obstruction appears more dangerous than a guardrail could handle;
- In restricted areas between opposing traffic flow.

6.4.6 Taper Treatment

Tapers would be used in transition areas on the approach to a work area to achieve a reduction in road width or to drop a lane altogether, and in termination areas at the end of the work area or deviation, to restore normal road width to traffic.

It is extremely difficult to predict actual traffic running speed in road works sites. Even with clear signage and regular enforcement, speeds are likely to vary widely. For this reason the Taper Treatment Specification as set out in the SARTSM, Volume 2, Chapter 13.5 Taper Treatment at Road Works, must be adhere to, i.e.:

#	Condition	Taper Rate	Spacing of Delineator (meter)
A	120 km/h – 80 km/h Approach	1:50 (a:b)	10
B	80 km/h – 60 km/h Approach	1:30 (a:b)	7
C	60 km/h – 40 km/h Approach	1:20 (a:b)	5
D	Under 40 km/h Approach	1:10 (a:b)	3
E	Termination Area	1:10 (a:b)	3

- "a" would be the width of the lane being deviated from
- "b" would be the length of the tapering
- The equation would be then $a \times b = \text{Tapering length}$

6.5 Accident and Incident Management

6.5.1 Traffic Accident

	CONSTRUCTION SAFETY SERVICES Reg. No. 2004/094601/23 Construction Health and Safety, Quality Management and Training Consultants PO Box 402, Harrismith, Tel: (+027) 058-6222-118 Cell: 083 399 0817 Fax (+027) 086 503 2689 E.mail : gilroy@intermet.co.za	Date:	08/2017
		Revision Number:	CSS/ 001
		Health and Safety Specifications Compiled by: N Gilroy , CHSM/235/2016 Approved by: W. Gilroy,- Pr. CHSA 016/2014 Date: 1/8/2017	

When an incident occurred on a public road which the Principal Contractor is working on or sections thereof, or where the Principal Contractor must utilize Traffic Accommodation Measures to enable him/her to perform his/her work on the public road or adjunct to the public road the following Reporting Procedures must be followed:

- A "Flash Report" to be send to the Client's Health and Safety Agent and Site Representative, the following information must be captured on the "Flash Report":
 - Date and time of the accident;
 - Place of incident (indicate chainage if possible)
 - Details of vehicles involved (type and model, registration number, license disk details, damage sustained etc.);
 - Number of persons injured or involved;
 - The accident Report Number (AR #) from the local traffic department;
 - Case number of the South Africa Police Services (in case someone has died).
- Cause an Incident Investigation, including what, where, when, who, why and prevention measures to be implemented;
- Attached the flash report to the Incident Investigation Report;
- Forward the Incident Investigation Report to the Client's Site Representative and Health and Safety Agent.
- Place original Incident Investigation Report with the Flash Report on the Health and Safety File.



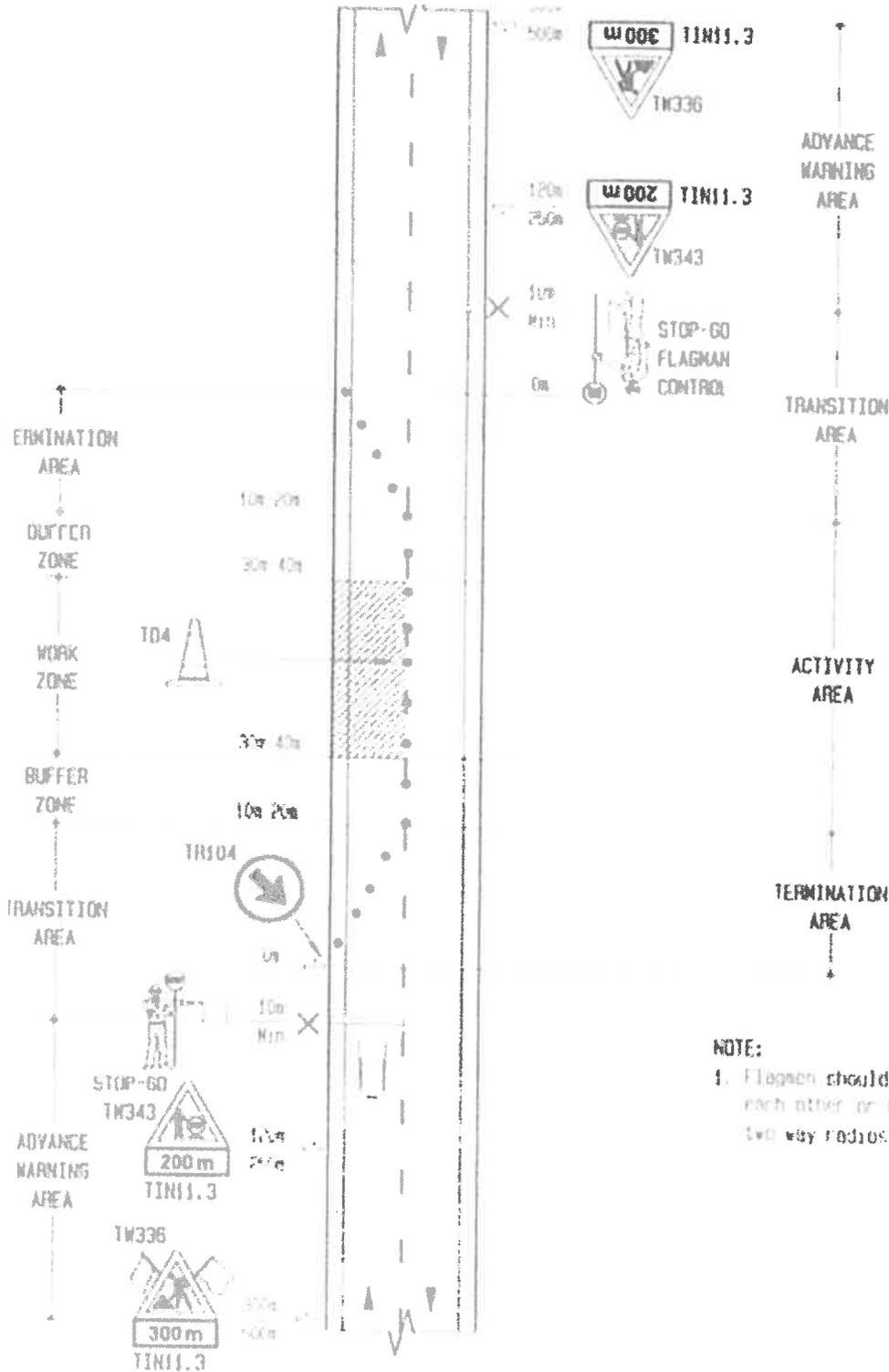
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Traffic Accommodation Specification Annexure 1 Short Term Lane Closure

Date (M/Y): 08.2017

Revision
Number: 000

Callan
1/8/2017



NOTE:
1. Flagmen should be able to see each other or be issued with two way radios.

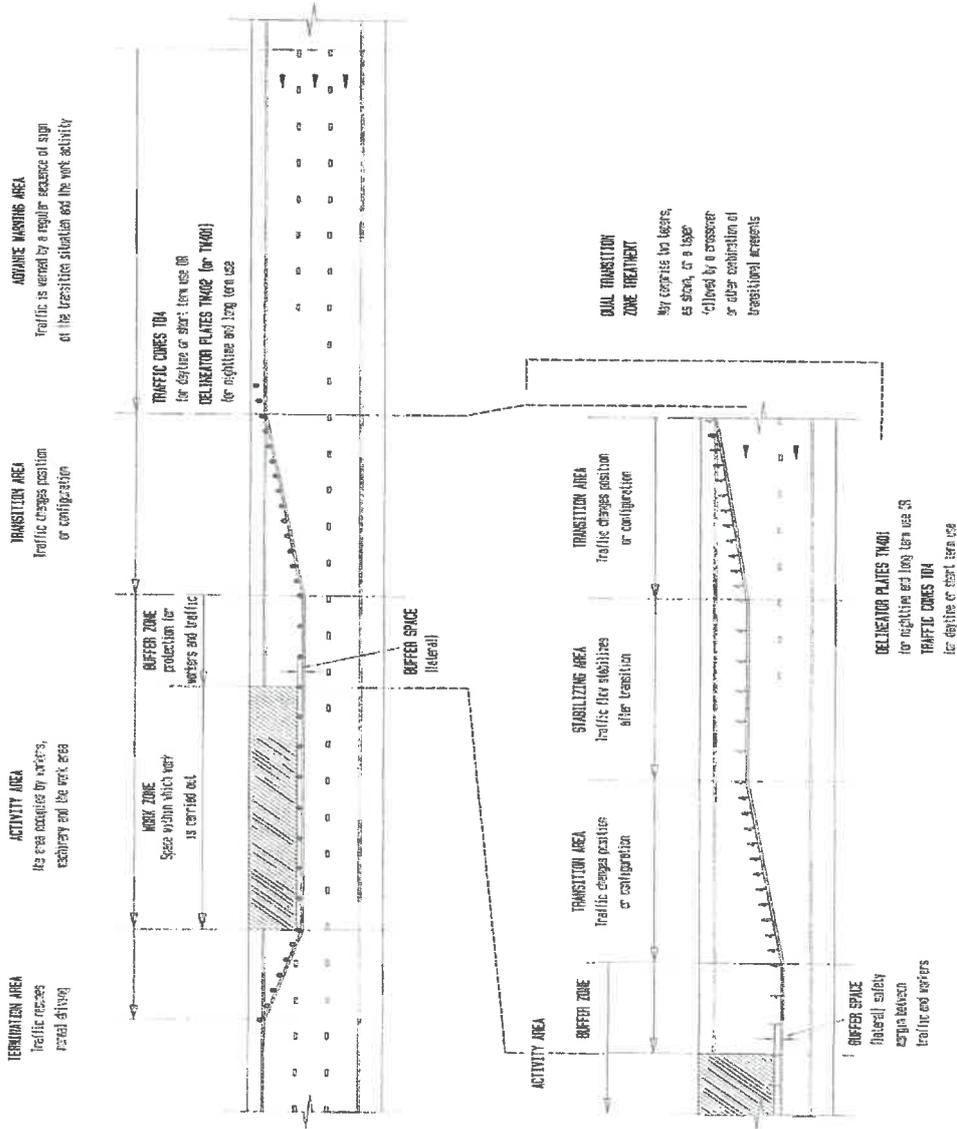


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Traffic Accommodation Specification Annexure 2 Layout

Date (M/Y): 08.2017

Revision
Number: 000



 Construction Safety Services	Traffic Accommodation Specification Annexure 3 Taper Treatment	Date (M/Y):	08.2017
		Revision Number:	000
		<i>Gulraj</i> 1/8/2017	

1. Taper Treatment at Road Works

#	Condition	Taper Rate	Spacing of Delineator (meter)
A	120 km/h – 80 km/h Approach	1:50 (a:b)	10
B	80 km/h – 60 km/h Approach	1:30 (a:b)	7
C	60 km/h – 40 km/h Approach	1:20 (a:b)	5
D	Under 40 km/h Approach	1:10 (a:b)	3
E	Termination Area	1:10 (a:b)	3

- “a” would be the width of the lane being deviated from
- “b” would be the length of the tapering
- The equation would be then $a \times b = \text{Tapering length}$

2. Execution of Taper Treatment: Approaching Transition

2.1 Condition

First determine the condition of the road and road works, speed required for traffic to travel safely through the deviation, including the mandatory approach speed already enforced.

2.2 Taper Rate

a = Width

b = Length of tapering

Example:

If the condition is 1:20, 60 km/h – 40 km/h zone, then the formula will be:

$a \times b = \text{tapering length}$:

$1 \times 20 = 20 \text{ meters}$



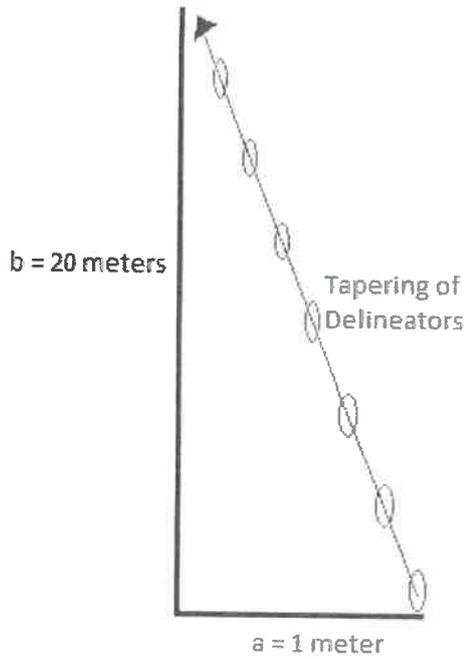
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**Traffic Accommodation
Specification
Annexure 3
Taper Treatment**

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[Handwritten Signature]
1/8/2017



Or

Normal road width is 3.7 meters (a), so the formula will be:

$a \times b = \text{tapering length}$

$3.7 \times 20 = 74 \text{ meters}$



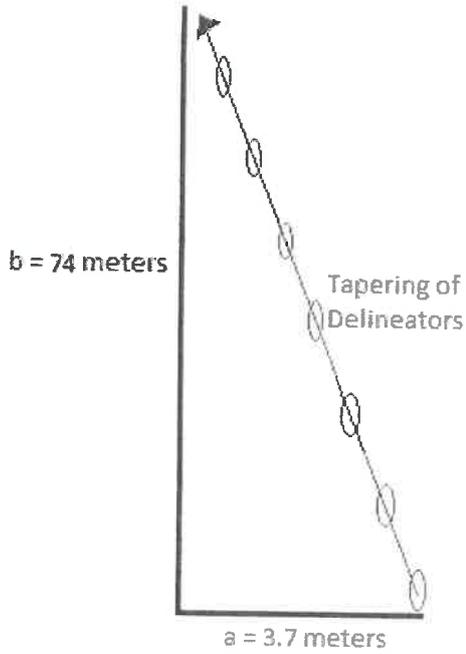
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Safety Services

Traffic Accommodation Specification Annexure 3 Taper Treatment

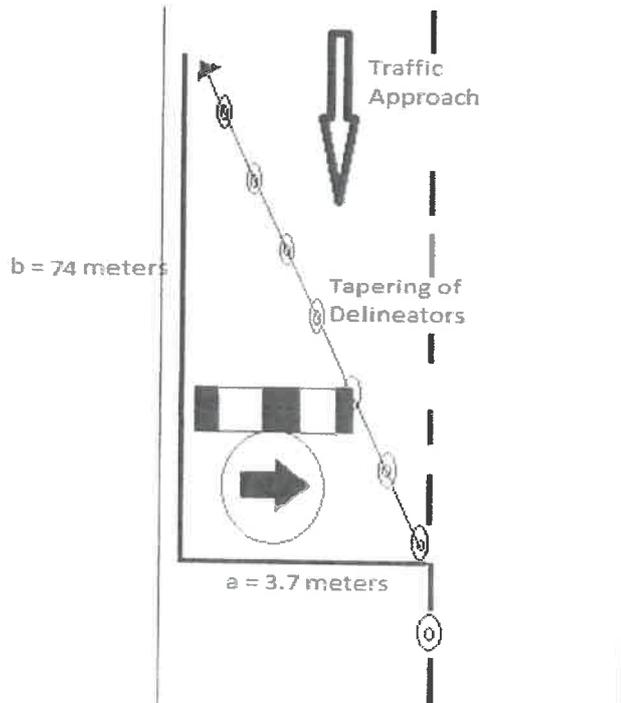
Date (M/Y): 08.2017

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Or





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**Traffic Accommodation
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Annexure 3
Taper Treatment**

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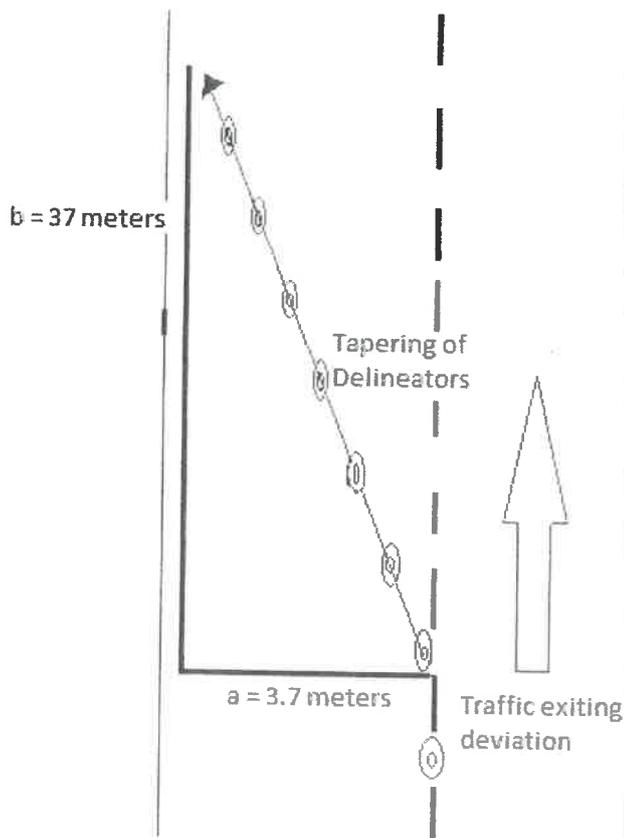
3. Execution of Taper Treatment: Termination of Transition

Termination areas do not rely on the condition (mandatory/desired speed); the formula is simply 1:10, for example:

Normal road width 3.7 meters (a)

$a \times b =$ Tapering length

$3.7 \times 10 = 37$ meters.



***Note:**

- Shoulder side should be developed at a 1:5 rating.
- Distance between delineators would be 5 meters for 1:5 (shoulder) and 7 meters for 1:10

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4. Spacing of Delineator

4.1 Taper Rate Spacing

Approaching:

Spacing of delineators will be determined by the Taper Rate; in the example above spacing would be 5 meters apart (condition 1:20), i.e.:

Taper Rate	Spacing of Delineator (meter)
1:50 (a:b)	10
1:30 (a:b)	7
1:20 (a:b)	5
1:10 (a:b)	3
1:10 (a:b)	3

Termination:

Distance between delineators would be 5 meters for 1:5 (shoulder) and 7 meters for 1:10.

4.2 Work areas

Delineators to be spaced within 10 meters to 15 meters at work areas, but can also be spaced between 20 meters and 50 meters, depending on the site conditions, such as vehicles turning in and out of working areas.

4.3 Straights

Delineators to be spaced according to the type of road being used and weather conditions prevalent in the area, i.e. rain, fog, snow etc.

Road Type	Spacing in Meters
Working stretches	10
Rural	100
Freeway	50
High Speed	50



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Safety Services

**Traffic Accommodation
Specification
Annexure 4
Incident/Accident Flash
Report**

Date (M/Y): 08.2017

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Recording of an incident		Date & Time	
Name of Investigator		Designation	
Site Address		Contract No	
		Code	
Client			
Principal Contractor			
1. Basic information			
Date of Incident		Time	
Place of Incident		R.A #	
Vehicle A			
Type & Make			
Registration		Lic. Disk Expire date	
Vehicle B			
Type & Make			
Registration		Lic. Disk Expire date	
Vehicle C			
Type & Make			
Registration		Lic. Disk Expire date	



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Report**

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Operator/driver (vehicle A)

Operator name & surname			
I.D num.			
Lic. No.			
Expire date		Code	
Pdp expire date			
Damage to Vehicle			

Operator/driver/witness (vehicle B)

Operator name & surname			
I.D num.			
Lic. No.			
Expire date		Code	
Pdp expire date			
Damage to Vehicle			

Operator/driver/witness (vehicle C)

Operator name & surname			
I.D num.			
Lic. No.			
Expire date		Code	
Pdp expire date			
Damage to Vehicle			



Construction
Safety Services

**Traffic Accommodation
Specification
Annexure 4
Incident/Accident Flash
Report**

Date (M/Y):	08.2017
Revision Number:	000
<i>G. Wilson</i> 1/8/2017	

Statement of operator/driver A

Name and Surname		I.D No	
Date & Time		Place	

Signature: _____



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Safety Services

**Traffic Accommodation
Specification
Annexure 4
Incident/Accident Flash
Report**

Date (M/Y): 08.2017

Revision
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Q. Khan
1/8/2017

Statement of operator/driver/witness B

Name and Surname

I.D No

Date & Time

Place

Signature: _____



Construction
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Incident/Accident Flash
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Revision Number:	000

G. Williams
1/8/2017

Sketch of incident:

Indicate buildings, roads, passageways, equipment, plant, trenches, excavations, services lines (electrical/water/communications) etc.

Weather conditions: