



TENDER DOCUMENT

THE SOUTH AFRICAN HERITAGE RESOURCES AGENCY (SAHRA)

CONTRACT NO. 1002-1

TENDER NO. RFB SAHRA 02/2026

THE REHABILITATION OF THE DUNCAN VILLAGE MASSACRE MEMORIAL

OCTOBER 2026

EMPLOYER



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Email: info@sahra.org.za

CONSULTING ENGINEERS



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NAME OF TENDERER_____

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1. SCHEDULE OF DOCUMENTS

The following documents constitute the tender documents and shall be applicable to this contract:

VOLUME 1:

The General Conditions of Contract for Construction Works (Fourth Edition) 2025 as published by the South African Institution of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

VOLUME 2:

Standardised Specifications for Civil Engineering Construction SANS 1200: 1986. The Tenderer shall obtain his own copy of Volume 2.

VOLUME 3: (This volume)

The Principal Contract Document (in which are bound the tender conditions, special conditions of contract, schedule of quantities, tender form, other documents for Civil Engineering Services and the Drawings).

NOTES

1. The set of Tender Documents shall be returned and consists of Volume 3.
2. Copies of Volume 1 are obtainable from the South African Institution of Civil Engineers.
3. Copies of Volume 2 are obtainable from:
SA Bureau of Standards
Private Bag X191
PRETORIA
0001

2. NOTICE TO TENDERERS

Tenders are hereby invited for the Rehabilitation of the Duncan Village Massacre Memorial in Duncan Village Township in the Eastern Cape.

Tender documents will be issued electronically free of charge by SAHRA.

A Compulsory Tender Briefing and Site Visit will be held at 10H00 on Monday, 19 October 2026, at which representatives of the Employer and Consulting Engineers will be present. Prospective tenderers are to assemble at East London Museum for a tender briefing which will then proceed to site, namely Duncan Village Township, Msimango Street, Buffalo City Metropolitan Municipality (BCMM), Eastern Cape Province, South Africa. Tenderers are expected to have read through and familiarized themselves with the tender document prior to the tender briefing and site visit.

Completed tender documents with the subject "TENDER NO. RFB SAHRA 02/2026: THE REHABILITATION OF THE DUNCAN VILLAGE MASSACRE MEMORIAL" to be emailed to tenderinfo@sahra.org.za or hand delivered/ deposited in the Tender Box located in Cape Town:

South African Heritage Resources Agency (SAHRA)
111 Harrington Street
Cape Town 8000
Tel: 021 462 4502

For the attention of Supply Chain Management by no later than 11H00 on Friday, 28 October 2026. No late tenders will be accepted. Please note that the tender must be returned in its entirety, including all returnable pages (the entire bill of quantities, the form of Tender and all completed or altered pages).

Telegraphic tenders or tenders by facsimile will not be considered.

The Employer reserves the right not to accept the lowest or only tender or any tender at all. The Employer also reserves the right to extend the tender period, and/or alter conditions of tender during the tender period at his own discretion.

CONDITIONS OF TENDER

3. CONDITIONS OF TENDER

3.1 ISSUE OF TENDER DOCUMENTS

The tender documents are detailed in the Schedule of Documents, and the conditions under which they will be issued are detailed in the Tender Notice. The Principal Contract for Civil Engineering Services is described in Volume 3 and the Tender Drawings.

3.2 SUFFICIENCY OF DOCUMENTS

Before the submission of any tender, the Tenderer should check the documents issued and the number of pages contained in each document and if any are found to be missing or duplicated, or any figure or writing indistinct, or if the Bill of Quantities or Schedule of Rates contains any obvious errors, the Tenderer must apply to the Engineer at once to have the same rectified, as no liability will be admitted by the Employer or the Engineer in respect of errors in any tender arising out of any matter referred to in this paragraph.

3.3 SITE CONDITIONS AND SUFFICIENCY OF TENDER

Prior to submitting his tender, the Tenderer shall inspect and examine the site and its surroundings. He shall satisfy himself as to the nature of the ground and sub-soil, quantities and nature of the Work, equipment and materials necessary for the completion of the Works and means of access to the site and obtain all necessary information and circumstances relevant to the pricing of his tender.

The tendered Rates and Prices shall include:

- (a) The provision and use of all labour, plant, tools, instruments, templates, materials, transport and all other appliances that may be required for satisfactorily protecting and efficiently carrying out the works without interruption or delay.
- (b) The execution of the Works in an orderly and progressive manner until it has been completed. Time being of the essence of the Contract, the progressive development of the Works shall be arranged so that the time from the start to the finish of the construction of the said Works shall not exceed the time laid down in the Tender.
- (c) Compensation for all general liabilities such as establishment costs, legal contingencies, statutory and regulatory compliance requirements. The rates shall additionally allow for all risks, losses, damages, royalties, overhead charges, permits, approvals, and any other incidental costs required for the execution and completion of the Contract.

The submission of a tender shall be considered prima facie evidence that the Contractor has complied with the requirements of this clause and has satisfied himself as to all circumstances and local conditions which may influence or affect his Tender.

3.4 COMPLETION AND SUBMISSION OF TENDER DOCUMENTS

The Tender will be considered as valid only if the following requirements have been complied with:

- a) The complete tender document, including all returnable schedules, completed forms, altered forms and the fully priced Bill of Quantities, shall be emailed as part of the submission.
- b) All entries and insertions made by the Tenderer in the tender documents shall be clearly legible.
- c) The tender is to be made out on the Tender Form issued as part of the tender documents.
- d) The tender must not be qualified by the Tenderer's own conditions of tender.
- e) The tenderer is to provide a detailed and realistic preliminary programme reflecting the proposed sequence and execution of the various activities comprising the work for this contract. The programme shall be in **Microsoft Projects format** and shall indicate the critical path(s) of the project. In particular, the tenderer shall indicate the point where he intends commencing the work and the direction in which the work will proceed.
- f) Tenderers must submit a fully priced bill of quantities with the tender. Failure to produce the bill of quantities shall result in the tender being disqualified.

Tender Documents, duly completed, must be returned to the stipulated email addresses not later than 11H00 on the specified date.

3.5 RETURNABLE DOCUMENTS

The following returnable documents must be submitted with the completed tender:

- 1) SBD 1 Invitation to BID
- 2) SBD 2 Tax Compliance Status Pin
- 3) SBD 3 Pricing Schedule
- 4) SBD 4 Declaration of Interests form.
- 5) SBD 6.1 Preference points claim form (valid BBBEE certificate must be submitted together with this completed document).
- 6) SBD 7.2 Contract Form (Rendering Services).
- 7) General Conditions of Contract. On the General Conditions of Contract (PLEASE INITIAL EACH PAGE, AS PROOF THAT THE BIDDER FAMILIARIZED THEMSELVES WITH THE CONTENT OF THE DOCUMENT).

NB: Failure to submit original completed returnable forms as mentioned above will automatically disqualify your quotation. Please ensure that you submit an original valid Tax Compliance Status Pin.

3.6 ACCEPTANCE OF TENDERS AND SELECTION OF CONTRACTORS

The Employer shall not necessarily accept the lowest or any tender or furnish any reason for the acceptance or rejection of any tender, and shall have the right to accept the whole or part of a tender or, in the event of a number of items being tendered for, any item or part of an item of the tender.

The Employer may reject any tender which is incomplete; or on which unauthorized alterations have been affected; or which does not comply with clause 3.4 and 3.5 above.

Tenders may be rejected if they show any additions or conditional, alternate or incomplete offers or irregularities of any kind in either the Form of Tender, the priced Bill of Quantities, or in the case where the Schedule of Rates has been returned, the prices tendered in the Bill of Quantities are in the opinion of the Employer, obviously unbalanced and the Tenderer, after being called upon to adjust same in a reasonable manner, fails to do so within a period of three (3) days after receiving notification to this effect.

The Employer and/or its Agent shall not be obliged to provide any Tenderer with reasons for the acceptance or rejection of any tender, nor shall the Employer and/or its Agent be required to disclose any information relating to the tender evaluation process, scoring, rankings, comparative assessments, contract award recommendations, tender adjudication deliberations, or any other information considered during the evaluation process.

Without limiting the foregoing, the Employer and/or its Agent shall not be obliged to disclose:

- the identity of the lowest tenderer;
- the tendered rates, prices, or submissions of any other tenderer;
- the reasons why a particular tenderer was selected or not selected;
- the relative ranking or scoring of tenderers; or
- any internal reports, recommendations, or correspondence relating to the tender evaluation or award.

Submission of a tender shall constitute acceptance by the Tenderer that the Employer's decision regarding the award of the contract shall be final and binding, and that no obligation exists on the part of the Employer or its Agent to furnish feedback, explanations, or supporting information relating to such decision.

3.7 EVALUATION OF TENDERS

Tender offers will be evaluated in accordance with **Method 2 of the CIDB Standard Tender Evaluation Procedure**, comprising:

- **Stage 1:** Administrative Compliance and Responsiveness.
- **Stage 2:** Functionality Evaluation
- **Stage 3:** Price and Specific Goals

Tenderers must satisfy requirements of each stage before proceeding to the next. Only tenderers that achieve minimum functionality threshold specified in Stage 2 will be evaluated for price and specific goals. The two-envelope system does not apply to this tender.

Stage 1: Administrative Compliance and Responsiveness

Each tender will first be assessed for compliance with the mandatory administrative requirements listed below. Failure to satisfy any mandatory requirement will result in the tender being declared non-responsive and excluded from further evaluation.

- a) Compulsory briefing and site inspection
The tenderer must have attended the compulsory tender briefing and site inspection specified in the Notice to Tenderers.
- b) CIDB registration
The tenderer must be registered with the Construction Industry Development Board in contractor grading designation 2GB or higher. The tenderer's CIDB registration must remain active and valid throughout the tender evaluation and award process. A tenderer whose registration is inactive, suspended or below the required grading designation will be disqualified. Documentary evidence of the tenderer's valid CIDB registration must be submitted with the tender.
- c) Statue designer to have completed and provided evidence of a minimum of three (3) similar projects. Evidence to include company profile and list of past projects with references.

Bidders who comply with all the above requirements will proceed to Stage 2 for evaluation on Functionality Evaluation. Bidders who fail to comply with any of the above requirements will be disqualified from the bidding process and will not be considered further.

Stage 2: Functionality Evaluation

Responsive tenders will be evaluated for functionality before being evaluated for price and specific goals. A maximum of **100 points** is available for functionality. A tenderer must achieve a minimum score of **70 points out of 100** to proceed to Stage 3. Points will be awarded only where the required supporting information is complete, relevant and capable of verification. Unsupported claims or information that cannot be verified will not be awarded points.

The functionality criteria and maximum available points (100) are as follows:

EVALUATION CRITERIA		MAX. POINTS AVAILABLE
CRITERIA 1	Experience of firm or company	30
CRITERIA 2	Experience in heritage statues	35
CRITERIA 3	Experience of key personnel	20
CRITERIA 4	Programme and methodology	15

DETAILS OF FUNCTIONALITY EVALUATIONS:

The 100 points will be allocated as follows:

FUNCTIONALITY EVALUATION – POINTS SCORING		
EVALUATION CRITERIA		MAX. POINTS AVAILABLE
CRITERIA 1: COMPANY EXPERIENCE	Relevant company experience means successfully completed construction projects involving paving, granite or stonework, and fencing, with a completed contract value of not less than R1 500 000 per project. Qualifying projects must have been completed in the last five (5) years. For each project, tenderer must submit a signed client reference letter on the client's letterhead or a signed completion certificate. The evidence must clearly identify: - the project name and reference number; - the scope of work; - the completed contract value; - the client or employer; - the financial year in which the project was implemented; and - the completion date. Appointment letters, purchase orders and subcontracting agreements will not be regarded as proof of completed company experience. The Employer reserves the right to verify the submitted information. No points will be awarded where the project information is incomplete, cannot be verified or does not satisfy the qualifying requirements.	
	Five (5) or more qualifying projects	30
	Four (4) qualifying projects	24
	Three (3) qualifying projects	18
	Two (2) qualifying projects	12
	One (1) qualifying projects	6
	No qualifying completed projects	0
CRITERIA 2: EXPERIENCE IN HERITAGE STATUES	Relevant experience means successfully completed projects undertaken by tenderer or its proposed specialist subcontractor involving the, fabrication, supply and installation of life-size statues at a heritage site or a comparable public setting. The submitted evidence must: - identify the tenderer or specialist subcontractor that completed the work; - include a signed client reference letter or completion certificate; - include photographs of the completed work; and - provide a brief description of the fabrication, supply and installation scope. Where the experience belongs to a proposed specialist subcontractor, the tender submission must clearly identify that subcontractor, provide their company profile and its proposed role in this contract.	
	Five (5) or more qualifying projects	35
	Four (4) qualifying projects	30
	Three (3) qualifying projects	25
	No qualifying completed projects	0

CRITERIA 3: EXPERIENCE OF KEY PERSONNEL	The tenderer must submit a project organogram identifying the personnel proposed for the key positions listed below. CVs and supporting qualifications or professional registration records, where applicable, must be provided.	
	Experience will be assessed only where it is relevant to the proposed role and demonstrates involvement in construction, rehabilitation or heritage-site work.	
	Contracts manager (CM) <i>CM Definition:</i> Someone previously employed as a contracts manager, with 10 years' experience and possessing a SACPCMP Registration	
	At least 10 years' relevant experience and the specified SACPCMP registration	5
	At least 10 years' relevant experience without the specified SACPCMP registration	3
	At least 5 years' relevant experience without the specified SACPCMP registration	1
	No relevant experience and no applicable registration	0
	Site Agent (SA) <i>SA Definition:</i> Someone previously employed as a site agent, with 5 years' experience and a national diploma qualification	
	At least 5 years' relevant experience and a National Diploma	5
	Less than 5 years' relevant experience or no National Diploma	2
	No relevant experience and no applicable qualification	0
	General Foreman (GF) <i>GF Definition:</i> Someone previously employed as a general foreman, with 5 years' experience	
	At least 5 years' relevant experience	5
	No relevant experience	0
	Occupational Health and Safety Agent (OHSA) <i>OHSA Definition:</i> Someone previously employed as an OHS Agent, with 5 years' experience holding NOSA qualification and PrCHSA in terms of SACPCMP	
	At least 5 years' relevant experience and both the specified NOSA and PrCHSA registration	5
	At least 5 years' relevant experience with either NOSA or PrCHSA registration	3
	At least 5 years' relevant experience without the specified NOSA or PrCHSA registration	1
	No relevant experience	0

CRITERIA 4: APPROACH AND METHODOLOGY	The tenderer must submit a project-specific preliminary programme and methodology demonstrating an understanding of the scope and required contract duration.	
	The submission must address the principal activities, interfaces, sequencing and dependencies associated with the project, including the design, approval, fabrication, delivery and installation of the statue and the associated construction works.	
	Contract period: proposed commencement, completion and overall duration are clearly stated and aligned with the tender requirements	3
	Key activities: principal work components are identified and logically sequenced	4
	Statue works: design, review, approval, fabrication, delivery and installation are integrated into the programme	5
	Critical path and dependencies: critical activities and links between work packages are clearly identified	3
TOTAL EVALUATION POINTS SCORE FOR PRE-QUALIFICATION		100

Tenderers must achieve a minimum functionality score of 70 points out of 100 to proceed to Stage 3. Tenderers scoring below the minimum threshold will not be evaluated further.

Tenderers are responsible for completing all applicable returnable schedules and submitting all supporting evidence required for evaluation. Incomplete or unsupported submissions may receive reduced or zero points, depending on the requirement concerned.

Stage 3: Price and Specific Goals

Only tenders that achieve the minimum functionality threshold will be evaluated for price and preference points in accordance with the 80/20 preference point system. Price and specific goals points will be calculated as described in the Preferential Procurement Regulations of 2022.

Evaluation Criteria: 80/20

Price = 80

B-BBEE Points= 20

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

$$P_s = 80 \times (1 - (P_t - P_{min}) / P_{min})$$

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

A maximum of 20 points is allocated for B-BBEE (B-BBEE Certificate must be submitted to claim preferential points):

B-BBEE Status Level Contributor	Number of points (80/20 system)
Black Owned Company	8
Women	4
Youth	5
Disability	3
Non-compliant contributor	0

The Employer reserves the right to verify all information submitted in support of functionality scoring. No points shall be awarded for information that is incomplete, unsupported or incapable of verification. The Employer reserves the right to contact references and verify experience, qualifications, professional registrations and project participation

3.8 CORRECTION OF TENDERS

The Employer reserves the right to adjust arithmetical errors in the extension of rates and totals in the tender, and the Tenderer will be informed of the effect of any corrections on his Tender Sum prior to the award of the Contract. **Tendered rates will be accepted as correct when correcting arithmetical errors.** Only the tenderer who is likely to be awarded the contract will be informed with regards to any arithmetical errors and the tenderer will have an opportunity to review and accept the corrections. No other communication relating to corrected totals will be undertaken with the tenderers and the onus is on tenderers to ensure all bills of quantities submitted are correct.

3.9 WITHDRAWAL OF TENDER AND FAILURE TO EXECUTE A CONTRACT

Should a Tenderer vary or withdraw his tender after the specified date and hour, but prior to his being notified of the acceptance thereof, or should a Tenderer after having been notified that his tender has been accepted:

- (i) give notice of his inability to execute the contract in terms of his tender; or
- (ii) fail to sign a contract or furnish the security required in terms of Condition 3.11 within the period fixed in the Form of Tender or any extended period fixed by the Employer;
- (iii) fail to commence the contract within seven (7) days of the signing of the contract or notification to commence;
- (iv) fail to execute the contract;

he shall pay all additional expenses which the Employer will incur in calling for new tenders and pay the difference between his tender and a less favourable tender accepted in terms of sub-condition 3.6 and any consequential loss which may arise as a result of his non fulfilment of his contract obligations. The Employer may exempt a Tenderer from the provisions of this sub-condition if the Employer is of the opinion that circumstances justify exemption.

The Employer shall decide in his sole discretion whether to accept another tender already received or to call for new tenders.

3.10 JURISDICTION

In respect of each binding created by the acceptance of a tender, each Tenderer shall indicate a place in the Republic and specify it in his tender as his ***domicilium citandi et executandi*** where all legal process may be served on him. Each Tenderer shall bind himself to accept the jurisdiction of the Magistrate's Court.

3.11 OPENING OF TENDERS AND SELECTION OF CONTRACTORS

Tender submission will not be opened in public and results will be kept confidential until the successful tenderer has been selected in terms of the adjudication criteria.

After the tender opening, the successful tenderer will be invited to conclude a contract to execute the work with The South African Heritage Resources Agency.

Tenderers may, at the discretion of the client, be advised in writing of the outcome of the tender submission and the selection of the successful tenderer after the final selection has been made. No reasons will be given for the appointment decisions and no further representation in this regard will be entertained.

3.12 TENDERS TO HOLD GOOD

The Employer reserves the right to accept any tender within the period specified in the Form of Tender from the date on which tenders are due and the Tenderer shall undertake to be bound by the conditions of his tender for that period. The tender and its acceptance in terms of Condition 3.11 will constitute a binding contract. The tender validity period is 120 days.

3.13 TERMS AND CONDITIONS OF TENDERING

- a) All costs and expenses incurred by potential service providers relating to their submission of the tender will be borne by each respective service provider. The employer not liable to pay such costs and expenses or to reimburse or compensate service providers in the

- process under any circumstances, including the rejection of any tender or the cancellation of this project.
- b) While the employer endeavours to ensure that all information provided to all potential service providers is accurate, it makes no warranty as to the accuracy or completeness of any information provided by it.
 - c) The employer reserves the right to waive deficiencies in project proposals/quotations. The decision as to whether a deficiency will be waived or will require the rejection of a project proposal/quotation will be solely within the discretion of the employer.
 - d) The employer reserves the right to request new or additional information regarding each service provider and any individual or other persons associated with its project proposal/quotations.
 - e) The employer reserves the right not to make any appointment from the tenders/quotations submitted.
 - f) Service providers shall not make available or disclose details pertaining to the tender/quotation with anyone not specifically involved, unless authorized to do so by the employer.
 - g) Service providers shall not issue any press release or other public announcement pertaining to details of their tender/quotation without the prior written approval of the employer.
 - h) Service providers are required to declare any conflict of interest they may have in the transaction for which the tender/quotation is submitted or any potential conflict of interest. The employer reserves the right not to consider further any proposal and/or tender/quotation where such a conflict of interest exists or where such potential conflict of interest may arise.
 - i) The employer reserves the right to verify the authenticity of the evidence submitted. Should the evidence submitted be found to be misrepresented, the bidder would be disqualified and reported to the National Treasury Database of restricted service providers.
 - j) The employer reserves the right to disqualify any bidder regardless of scoring, on the basis of one or more negative reviews.
 - k) A valid original Tax Compliance Status PIN and/or CSD registration report must be submitted, failing which the relevant service provider's proposal shall not be considered.
 - l) Any and all project proposals and/or tenders shall become the property of the employer and shall not be returned.
 - m) The tender should be valid and open for acceptance by the employer for a period of 120 days from the date of submission.
 - n) Service providers are advised that submission of a proposal and/or tender gives rise to no contractual obligations on the part of the employer
 - o) It is expected of service providers to familiarise themselves with the properties before submitting their tender offer.
 - p) The employer reserves the right not to accept any proposal and/or tender which does not comply with the terms of reference and conditions set out in the tender documents.
 - q) Please note that the employer will view every proposal and/or tender against the spirit and purpose of the National Heritage Resources Act No 25 of 1999.
 - r) The Government Immovable Asset Management Act 2007, the Public Finance Management Act 1999, and the Occupational Health & Safety Act 1993, must be adhered to, and to direct all efforts to comply with, for the proposed project.
 - s) The employer reserves the right to verify the authenticity of the evidence submitted. Should the evidence submitted be found to be misrepresented, the bidder would be disqualified and reported to the National Treasury
 - t) Database of restricted service providers.
 - u) Disputes that may arise between the employer SAHRA, and a service provider must be settled by means of mutual consultation, mediation (with or without legal representation) or, when unsuccessful, in a South African court of law.
 - v) All returnable proposal / tender documents must be completed in full and submitted together with the service provider's quote.
 - w) The "Requirements for content of the project proposal" section above outlines the information that must be included in proposal offers. Failure to provide all or part of the information may result in your proposal being excluded from the evaluation process.
 - x) All goods/service or products to be supplied to the employer shall be in full compliance with South African approved standards and in compliance to the specifications provided.
 - y) It is the conditions of this tender that, a quotation is submitted together with the following completed forms; kindly submit fully completed Bid Documents. The employer reserves the right to revise any aspect of these timeframes at any stage, and to amend the process at any stage.

4. SCHEDULE OF DRAWINGS

4.1 SCHEDULE OF PROJECT DRAWINGS

Electronic copies of the drawings are included at the end of this tender document. Drawings included in this document are:

1000-2-T-1: Demolition Plan
1000-2-T-2: Step 1 & 2 Demo
1000-2-T-3: Step 3 & Platform Demo
1002-2-T-4: Plinth Demolition
1000-2-T-5: Site Layout
1000-2-T-6: Step 1 Plan & Sections
1000-2-T-7: Step 2 Plan & Sections
1002-2-T-8: Step 3 Plan & Sections
1000-2-T-9: Platform Plan & Sections
1002-2-T-10: Details
1002-2-T-11: Plinth Elevation

Drawings and documents shall be issued by the engineer in electronic format **ONLY**. No drawings will be issued in paper format by the engineer. Allowance to be made as per the P&Gs in the BOQ for printing of all documentation and drawings.

CONDITIONS OF CONTRACT

5. GENERAL CONDITIONS OF CONTRACT

5.1 GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract, General Conditions of Contract for Construction Works (Fourth Edition) 2025, prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE).

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the contract specific data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The General Conditions of Contract make several references to the contract data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract. The contract data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The contract data and General Conditions of Contract shall have precedence over the drawings, scope of work and standardised specifications in the interpretation of any ambiguity.

Part 1: Contract specific data

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Fourth Edition, 2025, are applicable to this contract:

CLAUSE		DATA
1. GENERAL	1.1.1.13	The defects liability period is 6 months .
	1.1.1.14	The time for achieving practical completion is as follows: 16 weeks (excl. Gazetted Public Holidays and Builder's Shutdown)
	1.1.1.15	The name of the employer is The South African Heritage Resources Agency (SAHRA)
	1.1.1.16	The name of the employer's agent is CBM Africa (Pty) Ltd.
	1.1.1.26	The pricing strategy is a re-measurement contract .
	1.1	DEFINITIONS The following additional definition shall apply:
	1.1.1.37	"Drawings" means all drawings, calculations and technical information forming part of the contract documents and any modifications thereof or additions thereto from time to time approved in writing by the employer's agent or delivered to the contractor by the employer's agent.
	1.2.1	DELIVERY OF NOTICES The following two additional sub-clauses, covering alternative methods of communication, apply:
	1.2.1.1	Handed to the addressee or their duly authorised agent and signed for
	1.2.1.3	Sent by email during office hours.
	1.2.1.3	The employer's address for receipt of communication is: e-mail: nmadida@sahra.org.za
	1.2.1.3	The employer's agent address for receipt of communication is: e-mail: lvashka@cbmafrica.co.za No communication is accepted telephonically. All queries must be made via email

CLAUSE		DATA
2. BASIS OF CONTRACT		The following additional sub-clause applies:
	2.6	In the event of any discrepancy or conflict between parts of the contract documents, the order of precedence shall be as follows: Project specifications Special Conditions of Contract General Conditions of Contract Conditions of offer Standardised/Particular specifications Bill of quantities Contract drawings
3. EMPLOYER'S AGENT		The employer's agent shall obtain the specific approval of the employer before carrying out any of his functions or duties in terms of the following Clauses of the General Conditions of Contract:
	3.2.3	1. Clause 3.3.1 Nomination of employer's agent's representative 2. Clause 3.3.4 Employer's agent's authority to delegate 3. Clause 5.8.1.1 Non-working times 4. Clause 5.11.3 Suspension of works 5. Clause 5.12.4 Acceleration instead of extension of time
4. CONTRACTORS' GENERAL OBLIGATIONS	4.3	LEGAL PROVISIONS The following additional clause shall apply:
	4.3.3	The employer and the contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the construction regulations promulgated thereunder. An agreement is included in the contract document (C1.4 of contract data) and shall be completed and submitted to the employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer) within fourteen (14) days after the commencement date. The contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the contract.
5. TIME AND RELATED MATTERS	5.1.1 and 5.8.1	The non-working days are Sundays. The special non-working days are: (1) All gazetted public holidays falling outside the year end break (2) The year end breaks commencing on the 16 th December and the first Monday of the subsequent year
	5.3.1	The documentation required before commencement with the works execution is: 1. Approved Health and Safety Plan (refer to Clause 4.3) 2. Initial programme (refer to Clause 5.6) 3. Security (refer to Clause 6.2) 4. Insurance (Refer to Clause 8.6) 5. Letter of Good Standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer)
	5.3.2	The time to submit the documentation required before commencement with works execution is 5 days . The works are to be commenced within 5 days of the commencement date.
	5.4.2	The contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site.

CLAUSE	DATA
5. TIME AND RELATED MATTERS	EXTENSION OF TIME The following additional clause shall apply: Extensions of time in respect of Clause 5.12.2.2 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof: $V = (N_w - N_n) / (R_w - R_n)$ Where: V = Extension of time in calendar days in respect of the calendar month under consideration. N_w = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded. N_n = Average number of days in the relevant calendar month, as derived from existing rainfall records, on which a rainfall of 10mm or more has been recorded for the calendar month. R_w = Actual average rainfall in mm recorded for the calendar month under consideration. R_n = Average rainfall in mm for the calendar month as derived from existing rainfall records. The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. 5.12.2.2 Extensions of time for part of a month shall be calculated using pro rata values of N_n and R_n. This formula does not take account of flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned. The factor (N_w – N_n) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (R_w-R_n) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work. For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the site and the contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorised persons Vendors are to make allowance in their construction programme for an annual average of 24 rain days based on the following, which are the most reliable values N_n and R_n available from the Weather Bureau, Department of Transport, Pretoria. They shall be used unless other values are mutually agreed beforehand:

CLAUSE		DATA					
5. TIME AND RELATED MATTERS	5.12.2.2	Station No 59/572 - East London (Weather Office, East London Airport)					
		MONTH	Nn	Rn	MONTH	Nn	Rn
		January	2	74	July	1	51
		February	3	95	August	2	75
		March	3	106	September	2	93
		April	2	80	October	3	95
		May	1	55	November	2	90
		June	1	40	December	2	74
					ANNUAL AVERAGE	24	928
		The contractor shall be required to:					
		1.To supply and install all the necessary measuring equipment at his expense at a representative place on the site. Access to this point shall be restricted and under the control of the engineer.					
		Time extensions due to weather- or weather-related causes shall not result in any additional claim for time related to preliminary and general payment.					
		No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provision of Clause 5.12. The number of days offered shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.					
		Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any reason will be entertained.					
	5.13.1	The penalty for failing to complete the works is R940.00 per calendar day, after 30 days of delays has been granted in terms of clause 5.12.					
	5.14.1	The requirements for achieving practical completion are: The works are to be completed to a stage were, in the opinion of the employer’s agent, or his appointed representative, they can be used for the intended purpose without any damage, danger or inconvenience to the employer.					
	5.16.3	The latent defect period is 5 years from the date of issue of the Final Approval Certificate					

CLAUSE		DATA
6. PAYMENT AND RELATED MATTERS	6.8.2	Contract price adjustment is NOT applicable to this contract.
	6.8.3	Price adjustments for variations in the cost of special materials are not allowed.
	6.10.1.5	The percentage advance on materials not yet built into the permanent works is 80% . A percentage advance on plant not yet supplied to Site 0% . Contractors are required to provide proof of ownership and all materials must be on site and ceded to the Client in order for any advance payments to be made.
	6.10.3	The percentage retention on amounts due to the contractor is 10% . The limit on retention is 10% of the contract price. A retention money guarantee is permitted.
	6.10.4	<i>Add the following to Clause 6.10.4:</i> Notwithstanding the above, the employer's agent shall be empowered to withhold the delivery of the payment certificate until the contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the scope of work.
8. RISKS AND RELATED MATTERS	8.6.1.1.2	The value of plant and materials supplied by the employer to be included in the insurance sum is R NIL .
	8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R NIL .
	8.6.1.1	The contract works insurance, including special risks & public liability insurance, will not be arranged by the employer. It is the responsibility of the contractor to make sure that the works are adequately insured.
	8.6.1.3	The limit of indemnity for liability insurance is R10,000,000.00
	8.6.1.5	The contractor and/or his subcontractors shall provide, and maintain in force for the duration of the contract, the following additional cover: (a) Complying with the provisions of the Compensation for Occupational Injuries and Diseases Act 1993, as amended; (b) Insure all persons employed on the contract who do not fall within the provisions of the Compensation for Occupational Injuries and Diseases Act, against the contractor's Common Law Liability to such employees for the sum of not less than R1 000 000 (one million rand) for any one accident; (c) Motor Vehicle Liability insurance comprising: (i) Insurance in accordance with the Road Accident Fund; (ii) Balance of third party" Motor Risks including Passenger Liability; (d) "All Risks" insurance on all constructional plant and machinery and allied equipment including all temporary accommodation brought onto site.
DISPUTE RESOLUTION	10.5.1	Dispute resolution is to be by means of adjudication without legal representation.
	10.5.3	Number of adjudication board members is 1 (one) .
	10.7.1	Unresolved disputes are to be referred for final settlement to arbitration.

Part 2: Data provided by the Contractor

The contractor is advised to read the *General Conditions of Contract for Construction Works, Fourth Edition, 2025* published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, in order to understand the implications of this data which is required to be completed.

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

CLAUSE		DATA				
1. GENERAL	1.1.1.9	The name of the contractor is: 				
	1.2.1.2	The address of the contractor is: Address (physical): Address (postal): Telephone: Facsimile: e-mail:				
6. PAYMENT AND RELATED MATTERS	6.2.1	The security to be provided by the contractor shall be one of the following: <table border="1" style="width: 100%;"> <thead> <tr> <th>Type of security (VAT is to be INCLUDED in the contract sum and the value of work for calculating percentages)</th> <th>Contractor's choice (Indicate "Yes" or "No")</th> </tr> </thead> <tbody> <tr> <td>Fixed performance guarantee of 10% of the contract sum.</td> <td></td> </tr> </tbody> </table> NOTE: Surety must be provided and a fixed performance guarantee is the only acceptable form of surety for this contract.	Type of security (VAT is to be INCLUDED in the contract sum and the value of work for calculating percentages)	Contractor's choice (Indicate "Yes" or "No")	Fixed performance guarantee of 10% of the contract sum.	
	Type of security (VAT is to be INCLUDED in the contract sum and the value of work for calculating percentages)	Contractor's choice (Indicate "Yes" or "No")				
	Fixed performance guarantee of 10% of the contract sum.					
	6.5.1.1.1 & 6.5.1.1.2	The percentage allowance on the net cost of material actually used in the completed work is <u>80</u> %. The percentage allowance on the gross remuneration of the workmen and foremen actually engaged is <u>NA</u> %.				
6.8.3	The variation in cost of special materials is: Not allowed					
6.10.3	Retention money shall be limited to 10% of the certificate value to a ceiling of 5% of the total contract value.					

5.2 SPECIAL CONDITIONS OF CONTRACT

5.2.1 GENERAL AND DOCUMENTS MUTUALLY EXPLANATORY

These Special Conditions form an integral part of the Contract and take precedence over the relevant clauses of the General Conditions of Contract.

A full list of resources shall be included with the Tender, which shall cover the execution of this Contract only. The Engineer reserves the right to order the full resources on site or instruct additional items, if in his opinion the Contract is not progressing to programme. No claim shall be approved as a result of the Engineer requesting such additional resources.

In the event of any discrepancy or conflict between any parts of the Contract Documents, the order of precedence shall be as follows:

1. Project Specifications
2. Special Conditions of Contract
3. General Conditions of Contract
4. Conditions of Tender
5. Standardised/Particular Specifications
6. Bill of Quantities
7. Contract Drawings

5.2.2 SETTING OUT

"Protection of Reference Marks"

The Contractor shall take precautions to protect all permanent beacons such as site beacons, reference marks and levels regardless of whether the said beacons were placed before or during construction. Should the Contractor or his workmen disrupt these beacons, it will be the Contractor's responsibility to ensure that such beacons are replaced by a registered Land Surveyor the cost of which shall be borne by the Contractor." In this regard attention is drawn to Article 35(1) of the Survey Act No 9 of 1927 (as amended).

5.2.3 PROGRAMME

A full construction programme shall be submitted to the Engineer within five (5) days of award of the tender by the Employer. The construction programme shall allow for a critical path analysis and must be approved by the Engineer. Whilst updated programmes may be requested from time to time these shall be used to monitor outstanding work. Progress and delays shall be monitored on the full initial programme.

The service provider shall meet with the Employer as and when reasonably instructed by the Employer to discuss and minute progress of the services. Notwithstanding any other requirements, the service provider shall submit a monthly progress report to the Employer in a format approved by the Employer.

All project milestones including associated reports are to be approved by the employer prior to proceeding to the next stage of the project. Budgets, cash flows and execution programmes are also subject to the approval of the employer.

5.2.4 QUALITY CONTROL

All work to be executed by the Contractor shall be in accordance with the relevant Standard or Project Specifications, General Conditions of Contract and/or any instructions issued by the Engineer.

The Contractor is to maintain an effective quality control system consisting of procedure, method and periodic check lists on all work performed and including all materials delivered to the site to be incorporated into the works. Quality documents will need to be compiled and provided to Client upon completion of the project. No final payment certificate will be approved or completion certificate issued until all quality control and relevant warranties have been provided to the client.

5.2.5 METHOD OF MEASUREMENT

All measurements shall be in accordance with the SANS 1200 or as amended in the Project Specification, Special Specifications or shown on drawings.

5.2.6 ACCURACY OF QUANTITIES

The quantities reflected in the Bill of Quantities and drawings are approximate and do not necessarily reflect the actual amount of Work involved.

PROJECT SPECIFICATIONS: PORTION 1

6. PROJECT SPECIFICATION: GENERAL

PROJECT SPECIFICATION: PORTION 1: THE WORKS

This project specification is set out in two portions. Portion 1 covers a general description of the project, the facilities available and the requirements to be met. Portion 2 covers variations and additions to standardised/particular specifications that are applicable to the contract.

STATUS

Should any requirement of the project specification conflict with any requirement of the standardised or particular specifications listed herein, the requirements of the project specification shall prevail.

PS1 GENERAL DESCRIPTION

To restore and enhance the memorial site through the installation of a new bronze statue, refurbishment of existing memorial infrastructure, installation of interpretative features, security upgrades, and associated civil works, resulting in a fully rehabilitated and secure heritage site.

PS2 LOCATION OF SITE & ACCESS

The site is located in Duncan Village Township, Msimango Street, Buffalo City Metropolitan Municipality (BCMM), Eastern Cape Province, South Africa. The GPS co-ordinates for the site are: 33°00'52.58"S; 27°51'56.06"E.

PS3 DETAILS OF CONTRACT

The contract includes the following Civil, Building and Structural Works:

- Design, Fabrication and Installation of Bronze Statue
Design, model, manufacture, transport, and install a life-size bronze memorial statue, including all concept development, stakeholder consultations, approvals, casting, patination, and final commissioning.
- Plinth and Memorial Refurbishment
Undertake granite cladding and repairs to plinth and steps, install commemorative and interpretative plaques, and restore associated memorial elements.
- Site Rehabilitation and External Works
Upgrade the memorial site through paving, drainage, kerbing, vegetation clearing, and associated civil works to improve accessibility, aesthetics, and site functionality.
- Security Fencing and Access Gates
Supply and install clear-view perimeter fencing, including concrete foundations, pedestrian access gates, vehicle access gates, locking mechanisms, and all associated hardware.
- Interpretative Signage and Site Furniture
Supply and install heritage interpretation plaques, restore existing inscriptions, and provide site furniture, including precast concrete benches, in accordance with approved designs.

PS4 CONTRACT TIMELINE

Anticipated Tender Award:	30 October 2026
Commencement Date:	02 November 2026
Anticipated Site Handover Date:	02 November 2026
Contract Period:	16 weeks
Required Completion by:	12 March 2027

* These dates are estimates only and may vary

******The design, manufacturing and installation of the statue is a critical path activity. There is an anticipated lead time associated with the statue and engagement with the designer / manufacturer should take place at the earliest to prevent any delays. It is anticipated that in person stakeholder consultations, reviews, and approvals will be required throughout the statue design development process. Tenderers shall allow for such engagements within their programmes and costs and ensure that sufficient time is allocated for review and approval stages.

The Contractor shall be responsible for incorporating all critical path activities, lead times, stakeholder engagement requirements, and approval processes into the Contract Programme. Other construction activities may proceed concurrently where practical.

PS5 HERITAGE MEMORIAL

All heritage rehabilitation works shall be executed in a manner that preserves the historical, cultural and architectural integrity of the Duncan Village Massacre Memorial. All materials, workmanship and finishes shall match existing structures unless otherwise specified by the Employer's Agent. No removal, demolition, alteration or replacement of heritage elements shall commence without approval by the Employer or Employer's Agent. Rates tendered shall include all labour, plant, transport, temporary supports, scaffolding, materials, protection works, waste disposal, testing and reinstatement.

PS6 SITE FACILITIES AVAILABLE

The contractor shall make his own arrangements concerning the supply of electrical power, water and communications. No direct payment will be made for the provision of electrical power, water and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

Adequate toilet facilities in the form of serviced portable latrines, or waterborne facilities are to be provided and maintained by the Contractor and allowed for under his rates. Sanitary facilities provided by the contractor shall be nuisance free, in accordance with any local authority regulations. These facilities shall be placed in a convenient location in relation to all areas of the site and to the approval of the engineer and be maintained in a clean condition.

The Contractor is to contain his operation to the confines of the main construction site. The site shall be restored to its original condition by the Contractor on completion of the contract. The Contractor will not be permitted to house construction staff on the premises.

The contractor shall be responsible for disposal of refuse and waste generated on site on a regular basis. The site is to be kept clean, neat and tidy to the employer's satisfaction. No waste shall be disposed of on site. To this extent adequate containers for the collection of all generated waste shall be provided by the contractor. All containers are to have lids. Any disposal of hazardous materials is to be undertaken by a suitable waste disposal firm and a disposal certificate must be presented to the engineer on completion of the task.

The Contractor shall ensure that the area is maintained at all times during the course of the works. The Contractor shall carry out thorough cleaning of the work areas every Friday prior to the weekend shutdown to ensure that the premises are left in a neat, clean, safe and presentable condition. All costs associated with cleaning, maintaining access, and leaving the area in an acceptable condition shall be deemed to be included in the Contractor's Preliminaries and General (P&G) rates. No additional payment shall be made in this regard.

Upon completion of the Works, the Contractor shall rehabilitate and reinstate the Site, Contractor's camp, laydown areas, access routes, and all areas disturbed by the Works, and shall remove all temporary works, equipment, waste, and surplus materials, leaving the Site in a neat and satisfactory condition to the approval of the Employer.

PS7 SITE FACILITIES REQUIRED BY ENGINEER

No site facilities are required by the engineer.

PS8 FEATURES REQUIRING SPECIAL ATTENTION

PS8.1 Setting Out Works

The Contractor shall be held responsible for the correct setting out of Work as shown on the drawings or as instructed by the Engineer.

PS8.2 Protection of Existing Services

Whilst all known services have been shown on the drawings these have been given in good faith. The Contractor shall reaffirm the presence of all services on the Site and at any location which may be influenced by his working. In the event of damage caused by the Contractor to any essential service, within the Site or outside the Site, the Contractor shall take such immediate action as is necessary to prevent further damage or danger to life and property and shall notify the Engineer and the appropriate local authority department immediately, who will then issue instructions as to the necessary repairs or the protective measures to be taken. The cost thereof shall be borne by the Contractor irrespective of whether the repairs and protective measures are carried out by himself or by the Authority concerned.

PS8.3 Testing of Work and Materials

Final tests of materials and Works as required in this specification or as instructed by the Engineer shall be carried out by approved Laboratories using approved techniques. Approved Laboratories shall be those of the South African Bureau of Standards, the Council for Scientific and Industrial Research, the Portland Cement Institute or other Laboratories as approved by the Engineer.

The Contractor shall conduct tests during the course of the Contract, at specified intervals and at his own cost, to satisfy himself that his Works meet requirements of the Specification. Additional check testing may be ordered by the Engineer. Only the final check tests of works and materials as set out in the Specifications and provided for in the Schedule of Quantities may be claimed from the Employer and only on condition that the tested Work complies with the specification.

While conducting tests to satisfy himself that the Works meet the required specifications the Contractor shall properly record and provide copies of all his test results to the Engineer without delay.

The Contractor shall inform the Engineer when any portion of the Work is ready for testing. The Engineer shall have the right to indicate the position of these tests on site either to the contractor or directly to the independent laboratory regarding any test to be performed. The results of these tests shall be sent to the Engineer. This will not remove the Contractor's obligation to test densities (in house) and submit them to the Engineer.

All concrete cast on site, including for kerbs, shall have 7- and 28-days concrete cube results. Costs for all tests are deemed to be inclusive in the rates provided by the Contractor.

Full payment for any work item shall be subject to the submission and acceptance of the applicable tests results. This includes but is not limited to 28-day concrete cube test results and compaction density results for layer works. Where such results are not submitted, only eighty percent (80%) of the value of the relevant item shall be certified for payment, with the balance being released upon receipt and acceptance of satisfactory test results by the Engineer.

The cost of tests on materials and Works which fail shall be borne by the Contractor.

PS8.4 Tolerances

Tolerances in this project shall conform to SANS 1200 Degree of Accuracy II unless otherwise stated.

PS8.5 General Working Hours

The Contractor is made aware that no break in the provision of existing services such as water supply, telecommunications, electricity etc. will be allowed. The Contractor will therefore be required to complete both general construction activities and connections into existing services if necessary, during off peak times, unless otherwise agreed with the Employer.

The Contractor shall ensure that the area is maintained at all times during the course of the works. The Contractor shall carry out thorough cleaning of the work areas every Friday prior to the weekend shutdown to ensure that the premises are left in a neat, clean, safe and presentable condition. All costs associated with cleaning, maintaining access, and leaving the area in an acceptable condition shall be deemed to be included in the Contractor's Preliminaries and General (P&G) rates. No additional payment shall be made in this regard.

PS8.6 Guarantee of the Installation

Unless otherwise specified, every component supplied and installed under this Contract shall be guaranteed for at least one (1) year from the date of Practical Completion against breakdown and/or faulty workmanship and shall be replaced free of charge, by the Contractor irrespective of the manufacturers or supplier's guarantees. All repair and reinstatement costs shall be borne by the Contractor (parts, labour, travelling, special dispatch arrangements and any consequential damage if any).

A 5-Year Warranty Certificate of the works and the material supplied must be provided immediately upon completion.

PS8.7 Accommodation of Traffic

Access around the site, is to be maintained at all times and the tenderer will have to schedule such works so that traffic into and out of the site is not negatively impacted. Adequate cordoning off of these areas, where necessary, together with the appropriate signage must be provided and maintained. No separate payment for the above will be made and the Contractor will be deemed to have included for these costs in either in the P&G or in the trenching rates tendered.

PS9 SITE SECURITY AND OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor must comply with all the relevant statutory requirements. All current requirements regarding the OHS act and Construction Regulations, including the items outlined hereunder must be adhered to:

- The Contractor must supply an approved file with their project risk analysis and all required documentation before, but not later than at site handover. This file will be the official approved Health and Safety file for this project and must be available for inspection on site at all times.
- The Contractor will retain the Health and Safety file and continue to update the file with the required documentation by supplying and completing all the necessary and required documentation.
- The contractor will be required to appoint an **independent**, professional registered OHS agent who will approve the OHS file and undertake monthly audits & ad-hoc site visits on the project. The results of these audits must be kept in the Health and Safety file. Allowance for this has been made in the BOQ. The external OHS Agent must be registered as a PrCHSA with SACPCMP and must not be affiliated with the contractor, or the contractor's company, in anyway.

A meeting will take place to be attended by the Employer, Contractor and the agent to discuss the contents of the Health and Safety file and all aspects of the Health and Safety plan.

On completion of the project, a scanned electronic copy of the Health and Safety file, complete with all documentation, reports, etc. must be handed back to the Employer for record purposes.

A site-specific health and safety risk assessment has been prepared. This risk assessment is attached as an appendix to this document and the Contractor is required to incorporate this risk assessment into their health and safety file. This risk assessment is not exhaustive and the contractor is required to review it and ensure all OHS risks are assessed and allowed for.

The Contractor shall be responsible for the security of the Site and for safeguarding all materials, equipment, plant, tools, and temporary works associated with the Contract. All costs related to site security shall be for the Contractor's account and shall be deemed included in the Contract Price.

PS10 SCOPE OF MANDATORY SUBCONTRACT WORK AND SPECIFIED SUPPLIERS

The Contractor must allow for a specialist Subcontractor to perform the following tasks:

PS10.1 Bronze Statue

The contractor must allow for a specialist subcontractor to perform the following:

- Design, Manufacture, Supply and Erect a new bronze statue

* The Contractor is made aware that stakeholder consultation and community participation are fundamental requirements of the Project. The Contractor shall make adequate provision for multiple design engagement sessions, presentations, workshops, site visits, and consultations with the Client and community stakeholders throughout the design, manufacture, and installation phases. Any revisions reasonably resulting from such engagements shall be incorporated into the Works and shall be deemed included in the rates provided unless the Employer instructs a change to the approved scope of work.

PS11 DOCUMENTATION, DRAWINGS and "AS-BUILT" DRAWINGS

As-Built drawings showing actual location of works on site, should these differ from those given on the Engineer's drawings, shall be maintained by the Contractor for the duration of the project. On completion of the works, the Contractor shall provide this information to the Engineer to allow accurate as-built drawings to be developed.

A 5-year Warranty Certificate of the works and the material supplied must be provided immediately upon completion.

No drawings will be issued by the engineer in paper format. Allowance to be made as per the P&Gs in the BOQ for all printing of drawings and documentation.

PS12 USE OF SMMEs

SMME participation threshold for this project is up to a value of R150 000.00 excluding VAT. All bidders will be required to meet the SMME/EME and local production criteria. Allowance has been made for increased rates and overheads for the use of SMMEs and this shall be deemed to be included in the provisional sum included in the P&G section of the Bill of Quantities.

The client has budgeted for payment of local labour as per the guidelines issued under the National Minimum Wage Act 9 of 2018 and as updated on the 1 March 2026. The minimum wage for this contract shall therefore be **R30.23**.

It is anticipated that the role of a Community Liaison Officer (CLO) will be facilitated by SAHRA representative to assist with facilitating labour and community discussions with the local councillor and all interest parties. The remuneration for the CLO shall be deemed to be included in the P&G section of the Bill of Quantities.

PS13 SUMS STATED PROVISIONALLY BY THE ENGINEER

Item 13.1 - Allow R 150 000.00 for SMME work, including increased rates and P&Gs

This item has been measured to allow the financial resources for SMME subcontractors on the project.

The procedure for appointing SMMEs will be as follows:

- (a) Contractor to prepare a BOQ with extracts from the signed contract BOQ, only containing the items of work which the SMME will be required to perform. Engineer to approve portions of work undertaken by the SMME prior to issuing of the BOQs.
- (b) SMMEs to price for P&G's and labour to undertake works (materials to be provided by the contractor).
- (c) Contractor to appoint the SMME and all the SMME H&S files to be approved by the Contractor prior to works commencing.
- (d) Contractor to claim for the works completed under the items of work in the signed contract BOQ.
- (e) The difference in price between the Contractor's BOQ and the SMMEs BOQ, will be taken from the allowed provisional sum amount.
- (f) Contractor to keep record of all contracted personnel.

Item 13.2 - Allow R 5000.00 per month for Chief Liaison Officer

This item has been measured to allow the financial resources for a CLO to facilitate the SMME subcontractor and community engagement on the project.

Item 13.3 - Allow R 3500.00 for printing of drawings and documentation

All drawings and documents will be issued electronically by the engineers and no drawings will be issued by the engineer in paper format. Allowance to be made as per item 8.1 of the P&G's in the BOQ for printing of all documentation and drawings.

It is anticipated that drawings will be issued in the following formats:

- A1 colour
- A1 black and white

PS14 CONDUCT AND BEHAVIOUR ON SITE

The contractor and their subcontractors will be required to adhere to the Client's code of conduct at all times.

PS15 APPLICABLE STANDARDISED SPECIFICATIONS

Although not bound in nor issued with this document, the following standardised specifications shall form part of the contract document:

PS15.1 Civil and Structural Works

SANS 1200 A	:	General
SANS 1200 C	:	Demolition and Site clearance
SANS 1200 D	:	Earthworks
SANS 1200 GA	:	Concrete (Small Works)
SABS 1200 MJ	:	Segment Paving
SABS 1200 MK	:	Kerbing and Channelling

Manufacturers Specifications
SAHRA Heritage Requirements

PROJECT SPECIFICATIONS: PORTION 2

7. PROJECT SPECIFICATION: PARTICULAR

PROJECT SPECIFICATION: PORTION 2: VARIATIONS AND ADDITIONS TO THE
STANDARDISED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS

1. SCOPE
This part covers essential clauses and data and additional clauses to supplement and to complete those terms of the applicable standardised specifications to render the standardised specifications suitable for this contract.
2. STATUS
Should any requirements of the project specification conflict with any requirement of the standardised specifications listed in PS15, the requirements of the project specification shall prevail.
3. SUBCLAUSE REFERENCE
Wherever a subclause appears in brackets it shall refer to the subclause in the relevant standardised/particular specification.

PSA GENERAL
PSA1 MATERIALS

PSA1.1 Specified Materials to bear SANS mark (Subclause 3.1)

All materials that are specified to comply with any SANS standard shall bear the SANS mark. Samples for testing of materials to be used on the works are to be delivered to a suitable laboratory specified by the Engineer.

PSA1.2 Testing and Approval (Subclause 7)

All materials to be used on this project must have the approval of the Employer. In the case where a new or previously untested material is to be utilized, the Contractor will be required to submit the relevant data sheets and, where required, a sample of the material to the Employer for testing and approval prior to its use on site. The cost of samples and the testing thereof will be met by the Employer but the Contractor must allow for the organizational, transport and liaison cost.

PSA1.3 Ordering of Materials

The quantities set out in the Schedule of Quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The liability shall rest entirely and solely with the Contractor to determine before ordering, the required types and quantities of the various materials required for the completion of the Works in accordance with the Specifications and the Drawings issued to the Contractor for construction purpose. Any reliance placed by the Contractor on the estimated quantities stated in the Schedule of Quantities issued for tendering purposes, or measurements made by the Contractor from the drawings issued for tendering purposes, shall be entirely at the Contractor's risk and the Employer accepts no liability whatever in respect of materials ordered by the Contractor on the basis of Tender Documents.

PSA2 RESTRICTIONS ON EMPLOYEE ACCOMMODATION

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and transport them to the Site.

PSA3 BARRICADING, LIGHTING AND TRAFFIC CONTROL (Subclause 5.2)

The contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelisation devices, barricades, warning devices and road markings in accordance with the South African Road Traffic Signs Manual, and remove them when no longer required. It shall be incumbent upon the contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly, and he shall replace any that have been damaged, lost, stolen or obliterated at his own cost.

The placing of warning signs, regulatory signs, information signs, barricades, drums, flagmen etc. shall be to the approval of the engineer. The contractor's tendered rates for the relevant items in the bill of quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the *modus operandi* will be considered. Failure to maintain road signs, warning signs or flicker lights, etc., in a good condition shall constitute ample reason for the engineer to stop the execution of the works until the road signs, etc., have been repaired to his satisfaction.

The need to accommodate the traffic safely and with the least amount of inconvenience to the travelling public is necessary throughout the construction period. The travelling public shall have the right of way on public roads and the contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road. Thoroughfare along the road shall be maintained at all times and construction within the roadway will be undertaken in half widths where required.

PSA4 PROTECTION AND SAFETY OF THE PUBLIC (Subclause 5.7)

The Contractor shall provide, erect and maintain the necessary barricades, signs, hazard tape, ropes and obstructions for protection and safety of the public. Where deemed necessary the work area is to be barricaded off with suitable hoarding.

PSA5 DUST NUISANCE

The Contractor shall keep the dust nuisance to a minimum by dampening down excavations or stockpiles in dry windy weather. All areas adjacent to the works accessed by construction vehicles must be kept clean and free from stones, debris etc. by sweeping on a regular basis. All costs for this work must be allowed for in the Preliminary and General items.

PSA6 DAYWORKS (Subclause 8.7)

Rates quoted under the dayworks for labour and plant shall be the average actual gross wages paid to the respective persons and shall cover all tools, money, travelling allowances, subsistence etc. The percentage allowance to cover profit, overheads, timekeeping, clerical work, transport, insurance, superintendence, and the use of small tools and plant are to be included in the rates provided. Drivers for lorries, rollers, tractors and other plant shall be included in the plant rates. All rates are to be quoted at per hour.

Materials will be reimbursed on the net cost of materials actually used plus a percentage mark-up to cover handling, profit, overheads and all other items in respect of the material purchased.

Rates quoted under the dayworks for plant shall include all necessary supervision, operation, maintenance, fuel etc. All rates are to be quoted at per hour.

PSA7 EXISTING SERVICES (Subclause 8.8.4)

The routes of the existing pipelines and services in the area have been indicated to the contractor but, although based on the best information available, their accuracy cannot be guaranteed. It may be likely that other services that are not shown exist as well. The contractor is to liaise with the local authority/engineer/employer prior to construction to confirm the existence of live services and make use of specialist equipment and/or a suitable specialist to locate any underground services prior to construction.

PSA8 SETTING OUT

No benchmarks or survey control points will be provided by the Employer. The Contractor shall be responsible for all setting out, establishment and maintenance of survey control points, verification of dimensions and levels, and any associated survey work required for the execution of the Works. All costs in this regard shall be deemed included in the rates provided.

PSA9 HOARDING

The Contractor to keep the site safe and limit entry into site through the erection of a solid sheeting hoarding that is maintained throughout the duration of works. Area to be locked and secure at all times. The Contractor shall be responsible for the security of the Site, including the provision of security guards where required, and for safeguarding all materials, plant, equipment, tools, and temporary works. All associated costs shall be for the Contractor's account and included in the rates provided.

PSC DEMOLITION & SITE CLEARANCE

PSC1 DISPOSAL OF MATERIAL (Subclause 3.1)

Material from the excavation, from clearing and grubbing and from the demolition of concrete and brickwork structures, paving etc. shall be disposed of at an approved registered disposal site, with the exception of all hazardous material which shall be disposed of at an appropriate disposal facility with the ensuing disposal certificate issued to the engineer. No material will be disposed of on site. In addition, no cleaning, refurbishment and/or sale of material from site will be allowed. No disposal by burning of combustible material of any nature will be permitted for the duration of this contract. No overhaul shall apply to material disposed of in this manner and the rate supplied by the contractor will be taken to be all inclusive of supervision, operation, maintenance, fuel and labour.

PSC2 CLEAR & GRUB (Subclause 5.1)

No clearing and grubbing will be allowed outside of the footprint of the site. The contractor is responsible for confirming the extremities of the site and for ensuring that clearing and grubbing of vegetation occurs within this zone only. The contractor shall plan the works such that re-clearing and grubbing will not be necessary. Should re-clearing and grubbing be required, the cost will be borne by the contractor. All tendered rates and sums for the above related items shall be considered to be inclusive of all equipment, machinery, labour and supervision required to complete the tasks in the prescribed manner and no additional payments will be made in this regard.

PSC3 REHABILITATION

Disturbed areas, including but not limited to the area where the site camp is established and de-established, are to be neatly rehabilitated by spreading stockpiled topsoil or topsoil imported from commercial sources. The areas shall then be grassed and maintained until vegetation growth has been fully established. Rates tendered shall cover all costs associated with rehabilitation of the disturbed areas, including moving and/or supplying & spreading of topsoil, grassing, watering and maintaining the area until establishment occurs and no additional payment will be made in this regard.

All labour, supervision, machinery, equipment, water and transportation costs are to be included in the provided

Unit: m² (grassing) & m³ (topsoiling)

PSC4 TOPSOIL (Subclause 5.6)

Topsoil is to be removed and stockpiled for later reinstatement. Rates tendered shall cover all costs associated with lifting, moving and stockpiling of topsoil, including covering of stockpiles to prevent dust nuisance and loss of material. All labour, supervision, machinery, equipment and transportation costs are to be included in the provided

Unit: m³

PSC5 DEMOLITION (Subclause 5.8)

Rates provided for demolition of structures, rubble and infrastructure shall be inclusive of all costs associated with safely demolishing the structures and removing and disposing of the material off site. This shall include for any excavation works, working at heights, specialist subcontractors required to isolate power and water supplies, working in and handling hazardous materials such as sewage, labour, supervision, machinery and equipment.

PSC6 KERB REMOVAL

Where removal of existing kerbing may be required, measurement and payment shall be as follows:

Measurement and Payment:

Remove and carefully stockpile kerbing for later reinstatement. Rates shall cover costs of lifting the kerbing & haunching and safely stockpile the items. Any waste material generated in this process must be disposed of in accordance with clause PSC1. No additional payment will be made in this regard. All labour, supervision, machinery, equipment, water and transportation costs are to be included in the provided rate.

Unit: m

PSC7 PAVING REMOVAL

Where removal of existing paving may be required, measurement and payment shall be as follows:

Measurement and Payment:

Remove and carefully stockpile paving for later reinstatement. Rates shall cover costs of lifting the paving and safely stockpile the items. Any damaged waste material generated in this process must be disposed of in accordance with clause PSC1. No additional payment will be made in this regard. All labour, supervision, machinery, equipment, water and transportation costs are to be included in the provided rate.

Unit: m²

PSC8 REINSTATEMENT

Reinstatement of the site shall be measured as follows:

Kerbing:

Kerbing shall be reinstated, complete with all haunching as detailed to the line and level as indicated on the engineer's drawings. Where cast insitu kerbs are required, the rate provided shall be inclusive of all labour, materials, formworks, tools and supervision required to cast insitu kerbs to correct line and level.

Unit: m

The rates supplied shall be inclusive of all labour, tools, materials, supervision etc. required to supply and place the finishes as per the details provided and no additional costs will be allowed. A maximum allowance of 10% of all kerbing removed will be made for the procurement and installation of new kerbs, and the contractor is required take all reasonable effort to minimise wastage and damage to existing kerbs. No payment will be made for new kerbs in excess of the allowable wastage.

Pavers:

Paving shall be reinstated, complete with all layer works, as indicated on the engineer's drawings. Where new paving is required, pavers shall be 60mm bond pavers, colour charcoal to match existing on site.

Unit: m²

The rates supplied shall be inclusive of all labour, tools, materials, supervision etc. required to supply and place the finishes as per the details provided and no additional costs will be allowed. A maximum allowance of 10% of all paving removed will be made for the procurement and installation of new pavers, and the contractor is required take all reasonable effort to minimise wastage and damage to existing pavers. No payment will be made for new pavers in excess of the allowable wastage.

PSD EARTHWORKS

PSD1 MATERIAL CLASSIFICATION (Subclause 3.1)

Intermediate and boulder excavation material shall be classified as soft excavation in whatsoever proportion they may occur. Hard rock and Class A boulder excavation remain as classified in clause 3.1.2 (c) and clause 3.1.2 (d). The unit rates tendered for excavation shall be inclusive of all necessary dewatering, all barricades, shoring and all lateral supports for preservation of the stability of the excavation and other measures to protect the safety of the public and workmen employed on the contract in accordance with the regulations of the Occupational Health and Safety Act of 1993 and other relevant regulations.

PSD2 WORKING SPACE (Subclause 5.2.2.1)

No specific allowance has been made for working space around any excavations. Excavation volumes shall be measured and paid for in accordance with the outside footprint of the structure concerned. Any additional excavations that are required for safety, working space and access have not been allowed for and the tendered rates for excavation shall be taken to be all inclusive of these additional excavations and no further payments shall be made in this regard.

PSD3 DISPOSAL OF SURPLUS MATERIAL (Subclause 5.2.2.3)

All excavated material shall be disposed of as in clause PSC1.

PSD4 TRANSPORT FOR EARTHWORKS (Subclause 5.2.5)

For the purposes of this contract, all material transported outside and within the site shall be measured as freehaul. No overhaul inside or outside the site boundaries will be paid. All transport costs for disposal of surplus material or for imported material from commercial sources or borrow pits will be deemed to be included in the relevant rates.

PSD5 PROTECTION OF EXISTING SERVICES (Subclause 5.1.2)

The contractor may be required to undertake exploratory investigations to locate existing services. All exploratory work shall be done on the basis of hand excavations and work shall not proceed until the written approval of the engineer has been obtained.

The rates tendered shall cover all costs, including all labour, material and equipment, as well as all overheads and profits associated with dealing with and protecting any or all of the listed existing services.

PSD6 ACCOMMODATION OF TRAFFIC (Subclause 5.1.6)

When performing excavation activities adjacent to or within the existing roadway or public areas, the unit rates provided are to cover the contractor's responsibilities in terms of accommodation of traffic and the protection of the public in accordance with the regulations of the Occupational Health and Safety Act of 1993 and other relevant regulations.

PSD7 PLACEMENT OF MATERIALS (Sub Clause 5.2.3)

Layer works where applicable shall be as follows:

Rip and recompact insitu material to 93% MOD AASHTO in layers not exceeding 150mm

Unit: m³

Supply and place G5 material compacted to 97% MOD AASHTO in layers not exceeding 150mm

Unit: m³

PSD8 OVERBREAK (Sub Clause 3.2.2)

Notwithstanding the requirements of clause 3.2.2, should any overbreak in excess of 150mm occur below final excavation levels, the overbreak is to be made up with approved imported material at the contractor's expense. In the case where overbreak to surfaces where a blinding layer is indicated, the 150mm overbreak allowance will be measured from the uppermost surface of the blinding layer. No separate payment will be made for the removal and disposal of overbreak material in hard rock. All extra costs associated with the occurrence of overbreak, including the subsequent filling in of the resulting voids, will be taken to be included in the tendered rates.

PSGA CONCRETE (SMALL WORKS)

PSGA1 TYPE OF CEMENT (Subclause 3.2.1)

A 50:50 blend of Ordinary Portland Cement (OPC) and Ground Granular Blast Furnace Slag (GGBS) is required. No unblended OPC will be accepted.

PSGA2 STORAGE OF CEMENT (Subclause 3.2.2)

Cement shall not be kept in storage for longer than 6 weeks within 10 km of the coast and not longer than 10 weeks inland.

PSGA3 WATER (Subclause 3.3)

Only potable water shall be used for mixing water.

PSGA4 AGGREGATES (Subclause 3.4)

Aggregates from beaches, dredged from the sea or river estuaries, or from cretaceous deposits, may be used provided that the content of chloride ion in the aggregate does not exceed the appropriate limits specified in SABS 1083 and that the total quality of chloride ion in the concrete does not exceed the applicable maximum value specified in Subclause 5.5.1.4 of SABS 1200 G.

Where aggregates of different chloride content are stockpiled on site, strict control over their use for different classes of concrete shall be exercised.

PSGA5 VIBRATORS (Subclause 4.3)

All concrete shall be compacted by mechanical vibrators only. A spare vibrator, in working order, shall be available on site for use at all times.

PSGA6 TYPE OF FINISH (Subclause 5.2.1 and Subclause 6.1)

All concrete surfaces shall be in accordance with Sub Clause 5.2.1 (b) – Smooth: Special to Degree of Accuracy II unless otherwise specified by the engineer. The forms used shall be unblemished and the panels regular. Joints shall be a feature of the pattern and shall be handled with care. After removal of the formwork, the surfaces must receive no after treatment except in the positions of the formwork anchor bolts which must be placed in a regular and precise pattern. Should such a surface finish, in the opinion of the engineer, not be obtained, the contractor shall be required to rectify the structure at his own expense so that the required degree of accuracy for the surface finish is obtained.

PSGA7 SPACERS AND COVER (Subclause 5.1.3)

Unless otherwise stated by the engineer, the minimum cover will be 50mm. Only concrete cover blocks (Type SF), or similar approved, to be used to ensure specified minimum cover is achieved.

PSGA8 CHAMFERS AND FILLETS

Chamfers and fillets shall be formed where shown and specified on the drawings and where otherwise instructed by the engineer. This item is billed separately and is measured per linear meter of fillet required.

Unit: m

PSGA9 HOLES, CHASES, PIPES, CONDUITS AND FIXING BLOCKS (Sub Clause 5.3)

When provision is made for placing of pipework in new concrete or brickwork structures, the rates tendered shall include all costs associated with fitting and fixing the pipework until they are secured in place. The actual pipework shall be measured elsewhere. Where voids are formed in brickwork, the brickwork shall be neatly placed to allow for an aesthetically pleasing finish and no plaster shall be allowed to neaten or smooth any rough edges.

PSGA10 PRESCRIBED MIX (Subclause 5.4.1.4)

The engineer shall not prescribe a mix design for the structural concrete but shall approve a mix design submitted by the contractor. However, the following limits are set to the mix design:

- a) A target slump of 75mm
- b) An acceptable slump range of between 50mm to 100mm

Any slump outside of this range will immediately be rejected. The maximum nominal size of aggregate is 19mm. The maximum water/cement ratio is 0.50.

PSGA11 STRENGTH OF CONCRETE (Subclause 5.4.1.5)

Unless otherwise stated by the engineer, the minimum concrete strength shall be 30 MPa at 28 days.

PSGA12 PRODUCTION OF CONCRETE AND TESTING (Subclause 5.4.2 and Subclause 7.2)

The production of concrete at a central concrete production facility other than that on the construction site will be permitted, but test results provided by the ready-mix production facility as part of its quality control systems are not acceptable for evaluation purposes in terms of sub clause 7.2. The contractor will be required to monitor the slump change of each batch of concrete and keep accurate records. A set of cubes are to be made for each element of the structure (wall, base, roof slab etc.) cast in any single day. All costs hereof shall be deemed to be included in the rate tendered for the supply and placement of concrete. The costs of preparation of mix designs by an approved laboratory will be regarded as included in the rates for concrete. The contractor shall have delivered with each truck load of ready-mix concrete; a delivery note from the supplier on which the following information is noted:

- a) The compressive strength of the mix
- b) The slump
- c) The date and time at which the mixing of the batch was commenced
- d) The time of delivery
- e) The quantity of concrete supplied.

PSGA13 PLACING (Subclause 5.4.5)

The pumping of concrete will be permitted.

PSGA14 CURING AND PROTECTION (Subclause 5.4.7)

All concrete shall be adequately cured and protected immediately after placement to prevent excessive moisture loss and to promote achievement of the specified strength and durability requirements. Curing may be undertaken by means of continuous wet curing, covering with wet sand, plastic sheeting, hessian, approved curing membranes, or other methods approved by the Engineer. The Contractor shall be responsible for ensuring that the selected curing method is maintained for a sufficient period and is appropriate for the prevailing weather conditions. All costs associated with curing and protection of the concrete shall be deemed to be included in the rates.

PSGA15 BLINDING

Concrete for blinding and screeding shall be strength concrete with a crushing strength of 15 MPa at 28 days. Rates tendered shall be all inclusive, including material, formwork, surface finishing and labour costs associated with the construction of the blinding and no additional payments shall be made in this regard.

PSGA16 UNFORMED SURFACES (Subclause 5.4.8)

All unformed surfaces to the top of bases, slabs and walls shall be steel float finished, unless otherwise specified by the engineer.

PSGA17 TIES (Subclause 4.4.3)

Metal ties may be left in the concrete provided they are cut back to a depth at least equal to the specified cover of the reinforcement and filled as specified below. Holes left by the removal of ties shall be made good with a well rammed sand cement mortar of the same strength and colour when dry as the parent concrete. Fibre cement spacers may be left in the concrete provided the ends are trimmed back at least 15 mm from the surface and the holes are completely filled as specified above.

PSMJ SEGMENTED PAVING

- PSMJ1 STRENGTH (Sub Clause 3.1.2)
Paving blocks shall be type S-C, 60mm thick bond pavers with a compressive strength of 30MPa
- PSMJ2 BEDDING AND JOINTING (Sub Clause 3.3)
The pavers shall be bedded on a 20mm thick layer of sand and jointed to not more than 6mm. Geotextile fabric shall be "Kaytech A4" or similar approved and laid below the sand bedding to prevent grass growth and will be measured per square meter.
- PSMJ3 LAYING OF PAVERS (Sub Clause 5.4)
The pavers shall be laid and rolled in a stretcher bond pattern with edge course to outer perimeter as per the dimensions as shown on the engineer's drawings. Pavers to be cut accordingly to fit edge restraints and tie in points.
- PSMJ4 FALL AND LEVEL (Sub Clause 5.1.1.3)
The area to be shaped as per levels shown on the engineer's drawings, with a minimum 1% fall, to permit drainage away for the site and be directed towards to subsoil drain. If ponding of the surface occurs, regrading and laying of the paving in those areas shall be undertaken by the contractor at his own cost.
- PSMJ5 PROTECTION (Sub Clause 3.1.1 and 5.6.3)
Notwithstanding the requirements of clause 5.6.3, no chipped or patched pavers will be accepted and the Contractor will be required to remove and replace any such pavers at his own expense.

PSMK KERBING AND CHANNELLING

- PSMK1 STRENGTH (Sub Clause 3.2.3, Sub Clause 3.7.1 and Sub Clause 3.7.2)
Precast Figure 3 kerbs shall be grade 30MPa/19mm concrete.
- PSMK2 BEDDING (Sub Clause 3.9)
The kerbs shall be bedded on a 50mm thick layer of 15 MPa concrete with a single size 6.7mm coarse aggregate to the dimensions as shown on the engineer's drawings.
- PSMK3 PRECAST KERBING (Sub Clause 5.2)
Precast kerbing shall be laid on a concrete bedding complying with clause PSKM2. Expansion joints are to be constructed using "Sondor Jointex" or similar approved closed cell polyethylene joint former against a vertical shutter leaving an 8mm deep by 15mm wide recess which is to be sealed with concrete grey "Sikaflex PRO-2 HP" or similar approved one-part low modulus polyurethane joint sealant. The sealant is to be applied completely in accordance with the manufacturer's instructions, including surface preparation and priming by an approved, specialist subcontractor. Joints shall be placed at intervals not exceeding 20m and the cost of materials, labour and tools associated with the joints is to be included in the rate provided for the supplying and placing the kerbing.
- PSMK4 BACKFILLING (Sub Clause 5.9)
Notwithstanding the requirements of clause 5.9, backfilling behind kerbing shall be done using in-situ material compacted to 98% MOD AASHTO.

PSMK5 PROTECTION (Sub Clause 5.10)

Notwithstanding the requirements of clause 5.10, no chipped or patched kerbs will be accepted and the Contractor will be required to remove and replace any such kerbs at his own expense.

PSMK6 TRANSITION SECTIONS (Sub Clause 5.11)

Transition kerbing shall be in accordance with the details shown on the engineer's drawings. Rates tendered shall be all inclusive and shall allow for excavation in all materials, 30MPa/19mm strength concrete, all formwork to a Degree of Accuracy II, including all fillets, benching and box outs, labour, materials and tools.

PSMK7 MEASUREMENT (Sub Clause 8.1)

Notwithstanding the requirements of clause 8.1, payment shall include the provision of expansion joints as specified in PSMK3.

PSX BUILDING WORK

Various items are listed under building work. These items are billed as follows:

STATUE DESIGN, MANUFACTURE, SUPPLY AND INSTALLATION

The Works shall comprise the complete design, modelling, fabrication, supply, transportation, installation and commissioning of a life-size bronze memorial statue, including all approvals, anchorage systems, anti-theft measures, documentation and ancillary works necessary to provide a complete and functional installation. The statue shall be installed on the existing memorial plinth as indicated on the drawings and in accordance with the requirements of the Employer and the South African Heritage Resources Agency (SAHRA). The statue shall be a life size 8mm thick bronze statue of an adult African woman representative of the local indigenous community and historical context of the memorial. The woman shall be wearing a T-shirt and a skirt, carrying a child on her back advancing forward carrying stone on the other hand. The final option of the posture will be approved as sketches become available. The height of the statue must be 1800mm and the breadth of the statue must be 500mm.

The Contractor shall provide all labour, materials, plant, transport, specialist services, temporary works, approvals, testing and certification necessary to complete the Works.

Unit: Sum

Design Requirements

The statue shall comprise a life-size bronze sculpture depicting the approved memorial figure in accordance with the Employer's requirements and all stakeholder approvals. The Contractor shall appoint a suitably qualified and experienced sculptor and bronze foundry with proven experience in the design and manufacture of public memorial sculptures.

The design development process shall include the following stages:

- a) Concept sketches.
- b) Three-dimensional digital model of the statue and the memorial area. These must be presented to SAHRA for discussion and where requests for modification will be done.
- c) Miniature wax model (maquette) of the statue and the refurbished memorial showing fencing, the steps, plinth, statue, installed benches and interpretative plaques. The maquette, and any amendments thereto arising from stakeholder input, must be approved by SAHRA before the life-size wax model is produced.
- d) Full-size wax model. Upon production of life size wax model, the service provider must facilitate access to the studio for verification by SAHRA.
- e) Final foundry model.

Each design stage shall be submitted to SAHRA for review and written approval prior to progression to the subsequent stage. No bronze casting, fabrication, manufacture, or other irreversible production activities shall commence until written approval of the final foundry model has been obtained from SAHRA.

The Contractor acknowledges that stakeholder consultation, community engagement, and design development are fundamental requirements of the Project. The Contractor shall make adequate provision within the Contract Sum and programme for design review meetings, workshops, presentations, consultations, and engagement sessions with SAHRA, the Client, community representatives, heritage stakeholders, and other interested and affected parties as directed by the Employer.

The Contractor shall further allow for all reasonable travel time, attendance time, preparation time, revisions, resubmissions, and follow-up engagements arising from such consultations. Engagements may be undertaken in person, on site, at community venues, or by electronic means as required. No additional compensation shall be payable for attendance at, participation in, or revisions arising from such consultation and engagement processes unless the Employer instructs a change to the approved scope of the Works.

The Contractor shall not be entitled to claim delays, additional costs, loss of productivity, disruption, or extension of time arising solely from the consultation, review, approval, comment, revision, or community engagement process contemplated in this clause.

The Employer reserves the right to require additional community engagement sessions were deemed necessary to achieve stakeholder consensus or to address concerns raised during the consultation process.

Materials

The completed statue shall be manufactured from cast bronze. No substitute materials, imitation bronze products or composite bronze finishes shall be permitted. The Contractor shall submit documentation from the foundry confirming:

- a) The material composition of the bronze used.
- b) The authenticity of the bronze casting.
- c) The origin of manufacture.

The Contractor shall provide a Bronze Authenticity Certificate at project completion.

Fabrication

Fabrication shall be undertaken by an approved specialist bronze foundry. The completed statue shall be free from:

- a) Casting defects.
- b) Surface cracking.
- c) Excessive shrinkage voids.
- d) Visible weld defects.
- e) The completed bronze surface shall be finished to provide a uniform appearance suitable for a public memorial installation.

The final colour and aesthetic appearance shall be approved by the Employer and SAHRA prior to installation.

Patination and Protection

The completed statue shall receive a professionally applied patina finish and protective wax coating suitable for long-term exposure in coastal environmental conditions. All coating systems shall be compatible with the bronze substrate and shall be applied in accordance with the manufacturer's recommendations. The Contractor shall provide maintenance recommendations for future cleaning and re-protection of the statue.

Anchorage System

The statue shall be permanently fixed to the existing plinth using a concealed anchorage system. The anchorage system shall comprise:

- a) M16 Grade 316 stainless steel anchor rods.
- b) Hilti HIT-HY 200 or similar approved chemical anchoring system.
- c) Non-shrink grout.
- d) Concealed anti-tamper connections

Due to the vulnerability of theft, the anchors shall adhere to the following as a minimum:

- a) Incorporate tamper-resistant shear nuts or approved equivalent.
- b) Be inaccessible from exposed external faces.
- c) Prevent removal without specialised tools.

The arrangement and concealment of the anchors to be finalized between the statue manufacturer, with approval from the employer and the employer's agent.

Transportation and Installation

The Contractor shall be responsible for:

- a) Transportation of the completed statue to site.
- b) Offloading and handling.
- c) Temporary support and protection.
- d) Final installation onto the existing plinth.
- e) Making good any damage occurring during transport or installation.

Installation shall be undertaken strictly in accordance with the Engineer's certified fixing details and the manufacturer's recommendations for all anchoring products.

Quality Control and Approvals

The Contractor shall provide evidence that:

- a) An approved specialist sculptor has been appointed.
- b) An approved foundry has been appointed.
- c) Structural certification requirements have been satisfied.

The Employer may reject any work not complying with the approved design or material requirements.

Completion Documentation

Upon completion of the Works, the Contractor shall submit:

- a) Installation Certificate.
- b) Manufacturer's Warranty.
- c) Bronze Authenticity Certificate.
- d) Foundry Material Certification.
- e) Maintenance and Care Manual.

BRICKWORK:

Brickwork shall be NFP clay stock brick (Standard Red/Orange) to match existing. Locally cracked, loose, damaged or deteriorated bricks to be removed and replaced. Brickwork shall be set in 6:1 OPC mortar. All loose joints to be removed and repoint to match existing. All joints to be raked out. Brick bonds to be in line with existing.

Brickwork shall be measured per square meter. The tendered rates for these individual items shall be taken to include all labour, materials, access, and tools needed to complete the works.

Unit: m²

GRANITE CLADDING

The works to the different granite elements shall be measured as follows:

Granite Repair and Restoration

Existing granite to memorial plinth (inclusive of copings and cornices), octagonal steps and inscription panels shall be cleaned and restored. Minor cracks, chips and surface defects shall be repaired using a low-viscosity penetrating stone epoxy resin together with a colour-matched granite repair epoxy approved for natural stone applications. Repaired areas shall be ground and polished to match the adjacent granite finish.

Upon completion of the restoration works all granite surfaces shall be cleaned and treated with a penetrating breathable stone sealer approved for exterior use. The sealer shall not alter the appearance, texture or colour of the granite. All preparation and application shall be carried out in accordance with the manufacturer's specifications.

Granite repair and restoration shall be measured per square metre of treated surface area and the rate tendered shall be deemed to include all labour, materials, cleaning, crack repairs, chip repairs, engraving, paint infill, polishing, sealing, plant and equipment necessary to complete the works. No additional payment shall be made in this regard.

Unit: m²

Granite Replacement and Installation

Replacement granite to the memorial plinth copings and cladding to the corners, top and bottom shall be 50mm thick Autumn Brown or similar approved grain pattern and finish. Replacement granite to the octagonal steps shall be 30mm thick Rustenburg Black Granite or similar approved, grain pattern and finish. Granite tread surfaces shall have a flame-textured non-slip finish while risers and plinth (copings, corners and inscription panels) shall have a polished finish. The contractor is to source the granite, measuring 500mm x 500mm required for the steps and platform as per the engineers' drawings. All dimensions to be checked on site prior to cutting.

Granite shall be installed using a full-bed stone adhesive system comprising Sikadur-31 or similar approved. Granite shall additionally be restrained using concealed Grade 316 stainless steel dowels and an approved chemical anchoring system such as Hilti HIT-HY 200. Dowels shall have a minimum diameter of 10mm with a minimum embedment depth of 30mm into granite and 75mm into the masonry. Copings, corners, step edge units and inscription panels shall be provided with additional concealed anchors as required. Spot bedding and adhesive-only fixing shall not be permitted.

Joints shall be uniform in width and filled using colour-matched stone grout. Movement joints shall be sealed using an approved polyurethane sealant.

Upon completion of installation works, all granite surfaces shall be cleaned and treated with penetrating breathable stone sealer approved for exterior exposure. All preparation and installation shall be carried out in accordance with the manufacturer's specifications.

Granite replacement and installation shall be measured per square metre of installed area and the rate tendered shall be deemed to include all labour, materials, granite supply, cutting, polishing, adhesives, stainless steel dowels, chemical anchors, drilling, engraving, cleaning, sealing, plant and equipment necessary to complete the works. No additional payment shall be made in this regard.

Unit: m²

Restoration of Existing Granite Inscriptions

Existing inscription panels shall be cleaned and all staining, biological growth and surface contamination removed. Visibility to lettering shall be restored by sandblasting or CNC engraving and infilled with a UV-stable, weather-resistant two-part epoxy monument paint (colour white) suitable for natural stone applications. The paint shall be resistant to moisture, cleaning chemicals, salt-laden coastal environments and fading, and shall carry a minimum 5-year exterior durability rating. The completed inscription shall match the existing font, layout and proportions.

Restoration of granite inscriptions shall be measured per square metre of inscription panel restored and the rate tendered shall be deemed to include all labour, cleaning, engraving, paint infill, sealing, materials, plant and equipment necessary to complete the works. No additional payment shall be made in this regard.

Unit: m²

New Granite Inscription Panels and Plaques

The contractor is to source two (x2 off) new inscription panels, 1200mm high x 1400mm wide x 50mm thick polished Rustenburg Black granite to be fixed to the plinth. Fixing of granite to be as per sections detailed above. The contractor shall source an additional four (x4 off) interpretative plaques, 935mm high x 650mm wide x 30mm thick polished Rustenburg Black granite. Lettering shall be CNC engraved or sandblasted to a minimum depth of 3mm and infilled with monument-grade UV-resistant epoxy enamel paint approved for exterior use as per the Restoration of Existing Granite Inscriptions specifications above.

The completed inscription shall be Arial style font (size 15mm) to match the existing font, layout and proportion. The inscription on all the plaques shall be approximately 3000 words in total and will be finalized at design stage by the SAHRA. Engraving of the site interpretative plaque must be in the two official languages, English and isiXhosa. The plaques shall bear the logos of SAHRA and the Department of Sport, Arts and Culture.

Granite panels shall be installed onto the plinth using a full-bed stone adhesive together with minimum diameter 10mm, concealed Grade 316 stainless steel dowels and chemical anchors in accordance with the Granite Replacement and Installation specification above. Exposed fixings shall not be permitted.

Granite plaques shall be recessed 50 mm into reinforced concrete and secured using minimum diameter 10mm grade 316 stainless steel dowels epoxy-anchored 75 mm into granite and 75 mm into concrete. Plaques shall be fully bedded on structural stone epoxy as detailed for Granite Replacement and Installation. Adhesive-only fixing shall not be permitted.

New granite inscription panels and plaques shall be measured per square metre installed and the rate tendered shall be deemed to include granite supply, cutting, polishing, engraving, paint infill, adhesives, stainless steel dowels, chemical anchors, installation, labour, materials, plant and equipment necessary to complete the works. No additional payment shall be made in this regard.

Unit: m²

FENCING

High-security Fence

Fencing shall comprise of a high-security welded mesh fencing system, such as Cochrane Global ClearVu, or similar approved and shall be measured per linear meter. The fencing shall comprise panels measuring 3000mm long and 2400mm high above finished ground level. Panel aperture sizes shall be 76.2mm x 12.7mm and the wire diameter shall be 3.0mm horizontal and 4.0mm vertical. All panels shall be reinforced with four (x4) 50 mm deep recessed horizontal V-formation stiffening ribs.

Panels shall further incorporate two (x2) 70° side flanges with a minimum return length of 75mm and two (x2) 30° top and bottom flanges with a minimum return length of 50mm to provide additional rigidity. Top of panel to be fitted with anti-climb spikes. Panels shall be hot-dip galvanised and polyester powder-coated black (RAL 9005), or similar approved.

Posts shall be high-security fencing posts with a nominal profile size of intermediate posts being 60mm x 30mm x 2mm rectangular and 80mm x 100mm x 2mm rectangular for corner posts. Posts shall be 3000mm long and to be hot-dip galvanized and polyester powder-coated black (RAL 9005) matching the colour of the panels, fitted with UV-stabilised polymer caps. Fence panels shall be secured to posts using Spider Fixators, M8 mushroom-head cup-square bolts, M8 flat washers and M8 shear nuts, or an approved equivalent anti-tamper stainless steel fixing system. All posts shall be founded in individual mass concrete footings measuring 400mm x 400mm x 600mm deep, constructed using minimum 30MPa concrete.

The rate shall include for the removal and disposal of existing fencing, setting out, excavation, disposal of surplus material, concrete works, supply of materials, installation, alignment, corrosion protection and all labour, plant and equipment necessary to complete the works.

Unit: m

High-security Gates

The Contractor shall provide and install one (x1 off) hot-dip galvanized and polyester powder-coated black (RAL 9005) high-security clear view pedestrian gate measuring 914 mm wide x 2400 mm high complete with anti-climb spikes and locking mechanism at the location of the existing pedestrian gate to the South-West of the site. Gate to have a 40mm x 80mm x 2mm frame size, with mesh aperture size of 76.2mm x 12.7mm and wire diameter of 3.0mm horizontal and 4.0mm vertical. Panel shall be reinforced with four (x4 off) 50 mm deep recessed horizontal V-formation stiffening ribs. Hinge post to be 80mm x 80mm x 2mm x 3000mm hot-dipped galvanized and polyester powder-coated black (RAL 9005) matching the colour of the panels. Posts shall be founded in individual mass concrete footings measuring 400mm x 400mm x 600mm deep, constructed using minimum 30MPa concrete.

Unit: Sum

The contractor shall further provide and install (x1 off) hot-dip galvanized and polyester powder-coated black (RAL 9005) high-security clear view, manual sliding vehicle gate measuring 3000mm wide x 2400mm high complete with anti-climb spikes, locks, guides, rollers, stops and all associated hardware at the existing vehicular entrance to the North-West of the site. Gate to have a 50mm x 75mm x 2mm frame size, with mesh aperture size of 76.2mm x 12.7mm and wire diameter of 3.0mm horizontal and 4.0mm vertical. Panel shall be reinforced with four (x4 off) 50mm deep recessed horizontal V-formation stiffening ribs and one (x1 off) middle bracing. Hinge post to be U-channel posts of 150mm x 150mm x 2mm x 3400mm hot-dipped galvanized and polyester powder-coated black (RAL 9005) matching the colour of the panels. Posts shall be founded in individual mass concrete footings measuring 400mm x 400mm x 600mm deep, constructed using minimum 30MPa concrete. Gate to be installed on 6000mm track system.

Unit: Sum

CONCRETE BENCHES

The contractor is to supply and install four (x4 off) precast concrete benches. The benches shall be precast reinforced concrete with minimum concrete strength of 30MPa. The benches should be 700mm high, with the seats 400mm above the ground level. Bench to be 1500mm long and 400mm wide, with a backrest height of 450mm. The final design is to be approved by SAHRA prior to procurement. Benches shall be founded on 300mm wide x 600mm long x 200mm deep concrete bases. Bench to be secured using minimum diameter 10mm grade 316 stainless steel dowels epoxy-anchored 75 mm into bench and 100 mm into concrete. Bench to be installed level and plumb.

Unit: Sum

BILL OF QUANTITIES

8. BILL OF QUANTITIES

8.1 PREAMBLE TO BILL OF QUANTITIES

1. The general conditions of contract, the special conditions of contract, the specifications (including the project specifications) and the drawings are to be read in conjunction with the bill of quantities.
 - a) The bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.
 - b) Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the bill, his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the bill by the Contractor.
 - c) Clause 8 of each Standardised Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
2. Descriptions in the bill of quantities are abbreviated and the bill has been drawn up generally in accordance with the latest issue of the Standard System of Measurement of Civil Engineering Quantities together with the methods and units of the SANS 1200 standard specification unless altered by way of description, drawing or project specifications (PS).
3. Unless otherwise stated, items are measured net in accordance with the drawings and no allowance has been made for waste and/or working space.
4. The prices and rates to be inserted in the bill of quantities are to be the full inclusive prices to the Employer for the work described under the several items. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.
5. A price or rate shall be entered against each item appearing in the Bill of Quantities. The Tenderer must price each item in the bill of quantities in INK. An item against which no price is entered will be considered to be covered by the other prices or rates in the bill.
6. If an item of work is not given in the Bill of Quantities but is shown on the detailed design drawings, standard drawings or described in the project or standard specifications, or general or special conditions of contract the Tenderer shall indicate this in the Bill of Quantities under the relevant section (or additional items) together with its applicable rate, failing which these items shall be deemed to be covered by the other prices or rates in the Bill.
7. The Bill of Prices has been prepared solely in order to enable the Contractor to furnish an estimate of the work to be done and to provide a basis of the cost of variations. Nothing contained herein or omitted herefrom shall relieve the Contractor from any of his obligations or liabilities to complete the whole of the works in strict accordance with the true intent and meaning of the Contract Documents.
8. **Should there be any doubt or obscurity as to the meaning of any particulars in the Bill of Quantities, the Tenderer must obtain an explanation in writing under the hand of the Engineer of the same before sending in his tender. No claim for extras arising from any doubt or obscurity will be admitted after delivery of the tender.**
9. No representation, explanation or statement which in any way alters the tender or contract documents made prior to the acceptance of the tender or during the progress of the contract shall bind the Employer unless such explanation, statement of alteration be made and confirmed under the signature of the Engineer.

10. Variations in the contract will be measured on the same basis as those on which the quantities are taken and all labours not mentioned in the quantities will be assumed as indicated and included in the prices of the various items.
11. The prices and rates inserted in the Bill of Quantities are to be the full inclusive value of the works described together with all risks, liabilities and obligations set forth or implied in the contract documents on which the tender is being based.
12. The total items in the Bill of Quantities shall be taken as being a full list and as covering collectively the whole of the work of the contract that has to be carried out in terms of the Contract Documents.
13. **Where any discrepancy exists between the unit price and the extended total against any item, the discrepancy will be adjusted by altering the Amount filled in against such item; i.e. the Rate shall be taken as the ruling figure.**
14. The description given of each unit of measurement shall be held to include waste on materials, carriage and cartage, hoisting, setting, fitting and fixing in position, and all other labour requirements, establishment charges and profit.
15. Unless otherwise stated all works shall be measured nett as fixed in place and notwithstanding any custom to the contrary no allowance has been made for cutting or waste.
16. All dimensions areas, volumes and weights shown are expressed in Metric units unless otherwise stated.
17. It must be noted that insofar as the drawings are concerned dimensions figured upon the drawings are to be taken in preference to scale dimensions and large-scale drawings are to be considered more accurate than those of a smaller scale.
18. All unit prices and rates shall be exclusive of value added tax (VAT) and provision shall be made in the Tender Summary only for the inclusion of a single VAT lump sum which shall then be carried to the Form of Tender.
19. **USE OF SMALL, MICRO AND MEDIUM ENTERPRISES** – The contractor is made aware that it is a requirement of this contract that up to a value of R150 000 is subcontracted to Small, Micro and Medium Enterprises (SMME's) located within the region. All additional cost with regards to this will be included in the tendered rates. The contractor will be required to employ the SMMEs on a labour only base, with the supply of all materials remaining the responsibility of the tenderer.

8.2 BILL OF QUANTITIES

SOUTH AFRICA HERITAGE RESOURCES AGENCY

PROJECT NO. 1002-1

THE REHABILITATION OF THE DUNCAN VILLAGE MASSACRE MEMORIAL

BILL OF QUANTITIES

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE		AMOUNT	
		<u>SECTION 1: PRELIMINARY & GENERAL</u>						
1	SANS 1200A & PS1 to PS7	Fixed Charges						
1.1	8.3.1	Contractual Requirements	Sum	1,0	R	-	R	-
1.2	8.3.2	Facilities required by Contractor	Sum	1,0	R	-	R	-
1.3	8.3.2	Offices and storage sheds	Sum	1,0	R	-	R	-
1.4	8.3.2	Ablution and latrine facilities	Sum	1,0	R	-	R	-
1.5	8.3.2	Tools and equipment	Sum	1,0	R	-	R	-
1.6	8.3.2	Water supplies, electric power and communications	Sum	1,0	R	-	R	-
1.7	8.3.2	Dealing with water (Subclause 5.5)	Sum	1,0	R	-	R	-
1.8	8.3.2	Access (Subclause 5.8)	Sum	1,0	R	-	R	-
1.9	PSA3 to PSA5; PSA9 & PS8.7	Hoarding, barricading, lighting, public protection and duct control	Sum	1,0	R	-	R	-
1.10	8.3.3	Other fixed-charge obligations	Sum	1,0	R	-	R	-
1.11	8.3.4	Removal of Site Establishment	Sum	1,0	R	-	R	-
2	SANS 1200A & PS1 to PS7	Time Related Charges						
2.1	8.4.1	Contractual Requirements	Sum	1,0	R	-	R	-
2.2	8.4.2	Facilities required by Contractor	Sum	1,0	R	-	R	-
2.3	8.4.2	Offices and storage sheds	Sum	1,0	R	-	R	-
2.4	8.4.2	Ablution and latrine facilities	Sum	1,0	R	-	R	-
2.5	8.4.2	Tools and equipment	Sum	1,0	R	-	R	-
2.6	8.4.2	Water supplies, electric power and communications	Sum	1,0	R	-	R	-
2.7	8.4.2	Dealing with water (Subclause 5.5)	Sum	1,0	R	-	R	-
TOTAL CARRIED FORWARD							R	-

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TOTAL BROUGHT FORWARD						R	-
2.8	8.4.2	Access (Subclause 5.8)	Sum	1,0	R	-	R -
2.9	PSA3 to PSA5; PSA9 & PS8.7	Hoarding, barricading, lighting, public protection and dust control	Sum	1,0	R	-	R -
2.10	8.4.3	Supervision	Sum	1,0	R	-	R -
2.11	8.4.4	Company and head office overhead costs	Sum	1,0	R	-	R -
2.12	8.4.5	Other time-related obligations	Sum	1,0	R	-	R -
3	SANS 1200A & PSA6	Dayworks					
3.1	8.7	Dayworks for Labour					
3.1.1		Skilled Labour	hr	1,0	R	-	RATE ONLY
3.1.2		Semi Skilled Labour	hr	1,0	R	-	RATE ONLY
3.1.3		Unskilled Labour	hr	1,0	R	-	RATE ONLY
3.1.4		Supervisor / Foreman	hr	1,0	R	-	RATE ONLY
3.1.5		Bricklayer/Concreter	hr	1,0	R	-	RATE ONLY
3.2		Dayworks for Plant					
3.2.1		Generator up to 3.5 kVA	hr	1,0	R	-	RATE ONLY
3.2.2		Compressor and breaker	hr	1,0	R	-	RATE ONLY
3.2.3		Bobcat	hr	1,0	R	-	RATE ONLY
3.2.4		TLB (CAT 428 or equivalent)	hr	1,0	R	-	RATE ONLY
3.2.5		5 ton crane truck	hr	1,0	R	-	RATE ONLY
3.2.6		5m³ tipper	hr	1,0	R	-	RATE ONLY
3.2.7		2kW vibrating plate compactor	hr	1,0	R	-	RATE ONLY
3.2.8		Light delivery vehicle up to 1300kg	hr	1,0	R	-	RATE ONLY
3.2.9		4 ton flatbed truck	hr	1,0	R	-	RATE ONLY
TOTAL CARRIED FORWARD						R	-

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TOTAL BROUGHT FORWARD						R	-
3.3		Materials					
3.3.1		Allow R 2 000.00 for material costs to dayworks	Sum	1,0	R	-	RATE ONLY
3.3.2		Overheads, charges and profit on Item 3.3.1 above	%		R	-	RATE ONLY
4	SANS 1200A, PS8.2 & PSA7	Existing Services					
4.1	8.8.4	Supply or hire of specialist equipment for the detection of underground services	Sum	1,0	R	-	R -
4.2	8.8.4	Exploratory excavation to expose services in all materials, backfill and compact, including disposal of unsuitable material to maximum depth of 0.6m	m³	0,5	R	-	R -
5	SANS 1200D & PSA8	Land Survey Act					
5.1	8.8.5	Protect existing survey control points and boundary pegs where present and reinstate if disturbed. Establish and maintain all setting-out control required for the works.	Sum	1,0	R	-	R -
5.2	8.8.5 & PS11	Allowance for surveying site on completion of the works to assist in the completion of as-built drawings	Sum	1,0	R	-	R -
6	PS9	Compliance with the OHS Act					
6.1		Contractor's initial obligations in respect of the Occupational Health & Safety Act and Construction Regulations	Sum	1,0	R	-	R -
6.2		Monthly monitoring and audits of onsite OHS, including attendance of meetings and co-ordination with OHS agent appointed on behalf of the client for duration of the contract	Sum	1,0	R	-	R -
6.3		Preparation and submission of Occupational Health and Safety (OHS) Plan and compliance with OHS regulations	Sum	1,0	R	-	R -
TOTAL CARRIED FORWARD						R	-

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TOTAL BROUGHT FORWARD						R	-
6.4		Initial (baseline) medical examinations for staff	Sum	1,0	R	-	R -
6.5		Exit medical examinations for staff	Sum	1,0	R	-	R -
6.6		Provision of all Personal Protective Equipment (PPE) for duration of the contract, inclusive of high viz vests, safety shoes, helmets, ear plugs, safety glasses etc.	Sum	1,0	R	-	R -
6.7		Provision of 1 x part time Construction Health and Safety Officer for the duration of the contract	Sum	1,0	R	-	R -
6.8		Allowance for external registered health and safety professional to approve H&S File and undertake monthly audits and ad hoc visits for the duration of the contract	Sum	1,0	R	-	R -
7	SANS 1200A, PS12 & PS13	Use of SMME's					
7.1	8.5	Allow R150 000 for SMME work, including increased rates and SMME P&Gs	Sum	1,0	R	-	R -
7.2	8.5	Extra over to for contractor supervision and overheads	%		R	-	R -
7.3	8.5	Allow R5 000 per month for a CLO	Sum	1,0	R	-	R -
8	PS11 & PS13	Printing					
8.1		Allow R3 500.00 for Printing of all documents and drawings	Sum	1,0	R	-	R -
TOTAL SECTION 1 FORWARD TO SUMMARY						R	-

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ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE		AMOUNT	
		<u>SECTION 2: SITE WORKS</u>						
1	SANS 1200C	<u>Site Clearance</u>						
1.1	8.2.1, PSC1 & PSC2	Clear and grub area within memorial site footprint	m ²	105,00	R	-	R	-
1.2	8.2.10 & PSC4	Remove topsoil to a nominal depth of 80mm, and stockpile for later reinstatement	m ³	1,00	R	-	R	-
1.3	8.2.8 & PSC5	Demolish and remove off site, existing granite cladding to memorial plinth	m ²	9,00	R	-	R	-
1.4	8.2.8 & PSC5	Demolish and remove off site, existing granite cladding to memorial steps	m ²	80,00	R	-	R	-
1.5	8.2.8 & PSC5	Demolish and remove off site, damaged brickwork to memorial plinth	m ²	1,00	R	-	R	-
1.6	PSC7	Remove existing paving and carefully stockpile for reuse	m ²	80,00	R	-	R	-
2	SANS 1200D	<u>Rehabilitation</u>						
2.1	8.3.10 & PSC3	Reinstatement of grassed areas to memorial by spreading of previously stockpiled topsoil (max depth 80mm)	m ³	1,00	R	-	R	-
2.2	8.3.10 & PSC3	Extra over for reinstatement of grassed areas to memorial by supplying, delivering and spreading of topsoil from commercial sources (max depth 80mm) incl. labour, tools etc.	m ³	4,00	R	-	R	-
2.3	8.3.11, PSC3	Extra over for reinstatement of grassed areas by supplying, delivering, placing & watering (until established) grass sods	m ²	60,00	R	-	R	-
3	SANS 1200D, PSD1-PSD8	<u>Earthworks</u>						
3.1	8.3.2, PSD1 to PSD4	Bulk excavation in all classes of material and stockpile (within 2km of excavation) for paving to a depth not exceeding 0.2m	m ³	35,00	R	-	R	-
3.2	8.3.2 & PSD1	Extra over for excavation in hard rock (Prov)	m ³	2,00	R	-	R	-
TOTAL CARRIED FORWARD							R	-

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THE REHABILITATION OF THE DUNCAN VILLAGE MASSACRE MEMORIAL

BILL OF QUANTITIES

TOTAL BROUGHT FORWARD							R	-
4	SABS 1200D	<u>Placement of Materials</u>						
4.1		Placement of Materials - Layerworks to Paving						
4.1.1	8.3.4 & PSD7	Rip & recompact insitu material to 93% MOD AASHTO in layers not exceeding 150mm	m ³	30,00	R	-	R	-
4.1.2	8.3.4 & PSD7	Supply and place G5 material compacted to 97% Mod AASHTO in layers not exceeding 150 mm	m ³	30,00	R	-	R	-
4.1.3	PSD3 & PSD8	Shape earthworks to final level as directed by engineer, including for disposal of material off site if required	m ³	3,00	R	-	R	-
5	SANS 1200MJ	<u>Segmented Paving</u>						
5.1	PSC8	Reinstate stockpiled pavers complete	m ²	80,00	R	-	R	-
5.2	PSC8	Extra over item 6.1 for new pavers to replace damaged stockpiled units (max. 10% damage of removed quantity)	m ²	8,00	R	-	R	-
5.3	8.2.1; PSMJ1 to PSMJ5	Supply and lay 60 mm, 30MPa charcoal bond pavers complete, in stretcher bond layout. Quantity includes 10% for wastage and damage.	m ²	110,00	R	-	R	-
5.4	PSMJ2	20 mm sand bedding below pavers	m ²	175,00	R	-	R	-
5.5	PSMJ2	Kaytech A4 or similar approved geotextile below bedding	m ²	175,00	R	-	R	-
6	SANS 1200MK	<u>Kerbing and Channelling</u>						
6.1	8.2.2 & PSMK1 to PSMK7	Supply and install Figure 3 precast kerbs, complete with bedding, haunching and joints	m	65,0	R	-	R	-
TOTAL SECTION 2 FORWARD TO SUMMARY							R	-

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THE REHABILITATION OF THE DUNCAN VILLAGE MASSACRE MEMORIAL

BILL OF QUANTITIES

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE		AMOUNT	
		<u>SECTION 3: MEMORIAL WORKS</u>						
1	PSX	<u>Bronze Statue</u>						
1.1		Complete concept sketches	Sum	1,00	R	-	R	-
1.2		Render 3D digital model of statue and memorial area	Sum	1,00	R	-	R	-
1.3		Produce miniature wax model (maquette) of the proposed statue and memorial area, inclusive of plinth, plaques, steps, paving, benches and fencing.	Sum	1,00	R	-	R	-
1.4		Produce life-size wax model	Sum	1,00	R	-	R	-
1.5		Fabricate, transport and install final foundry model of a 8mm thick cast bronze memorial statue, inclusive of protective coatings	Sum	1,00	R	-	R	-
1.6		Extra over item 1.5 above for supply and installation of concealed, anti tamper M16 Grade 316 anchors with Hilti HIT-HY 200 or similar approved chemical anchoring system complete with non-shrinkage grout.	Sum	1,00	R	-	R	-
2	PSX	<u>Brickwork Plinth</u>						
2.1		Replace locally cracked, loose, damaged or deteriorated NFP clay stock bricks (colour red/orange) to match existing in 6:1 OPC mortar, inclusive of raking out and repointing loose joints to match existing	m ²	1,00	R	-	R	-
3	SANS 1200GA & PSGA	<u>Concrete to Plaque Bases</u>						
3.1	8.2.2 & PSGA6	Formwork (Degree of Accuracy I)						
3.1.1		Vertical, 150mm high smooth formwork to bases	m ²	2,00	R	-	R	-
3.2	8.4.2 & PSGA15	Blinding (15Mpa/19mm)						
3.2.1		50mm thickness under bases	m ³	0,15	R	-	R	-
TOTAL CARRIED FORWARD							R	-

SOUTH AFRICA HERITAGE RESOURCES AGENCY

PROJECT NO. 1002-1

THE REHABILITATION OF THE DUNCAN VILLAGE MASSACRE MEMORIAL

BILL OF QUANTITIES

TOTAL BROUGHT FORWARD						R	-
3.3	8.4.3, PSG1 to PSG11	Concrete (30MPa/19mm)					
3.3.1		to footing	m ³	0,45	R	-	R -
3.4	8.4.4, PSAG8 & PSGA16	Unformed surface finishes steel floated finish (Degree of Accuracy I)					
3.4.1		to footing	m ²	3,00	R	-	R -
3.5		Reinforcement					
3.5.1		M10 Grade 316 anchors with Hilti HIT-HY 200 or similar approved chemical anchoring system complete with non-shrinkage grout.	No.	20,00	R	-	R -
4	PSX	<u>Granite Repair, Replacement and Inscriptions</u>					
4.1		<u>Plinth</u>					
4.1.1		Clean and restore existing granite inscription panels, inclusive of CNC engraving or sandblasting lettering, infill with white UV-stable and wheather resistant epoxy paint and sealing	m ²	3,50	R	-	R -
4.1.2		New polished Rustenburg Black granite inscription panels, 1200 x 1400 x 50 mm to match existing, engraved in English and isiXhosa, white UV-stable and weather resistant epoxy paint infilled, sealed and fixed with full-bed adhesive and concealed M10 Grade 316 dowels	m ²	3,50	R	-	R -
4.1.3		Supply and install 50mm thick polished Autumn Brown Granite to plinth copings, corners and cladding complete with full-bed adhesive and concealed M10 Grade 316 dowels with Hilti HIT-HY 200 or similar approved chemical anchoring system	m ²	13,00	R	-	R -
TOTAL CARRIED FORWARD						R	-

SOUTH AFRICA HERITAGE RESOURCES AGENCY

PROJECT NO. 1002-1

THE REHABILITATION OF THE DUNCAN VILLAGE MASSACRE MEMORIAL

BILL OF QUANTITIES

TOTAL BROUGHT FORWARD						R	-
4.2		<u>Interpretative Plaques</u>					
4.2.1		New polished Rustenburg Black polished granite inscription panels, 935 x 650 x 30mm engraved in English and isiXhosa, white UV-stable dn weather resistant epoxy paint infilled, sealed and fixed with full-bed adhesive and concealed M10 Grade 316 dowels	m ²	3,50	R	-	R -
4.3		<u>Octagonal Steps</u>					
4.3.1		Supply and install 30mm thick Rustenburg Black flame-textured non-slip (tread) and polished (riser) granite, complete with full-bed adhesive and concealed M10 Grade 316 dowels with Hilti HIT-HY 200 or similar approved chemical anchoring system	m ²	100,0	R	-	R -
TOTAL SECTION 3 CARRIED FORWARD TO SUMMARY						R	-

SOUTH AFRICA HERITAGE RESOURCES AGENCY

PROJECT NO. 1002-1

THE REHABILITATION OF THE DUNCAN VILLAGE MASSACRE MEMORIAL

BILL OF QUANTITIES

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE		AMOUNT	
		<u>SECTION 4: FENCING AND FURNITURE</u>						
1	PSX	<u>High Security Perimeter Fence</u>						
1.1	SANS 1200C	<u>Site Clearance</u>						
1.1.1	8.2.8 & PSC5	Demolish and remove off site, the existing palisade fence and gate around memorial site	m	60,00	R	-	R	-
1.2	SANS 1200D, PSD1 to PSD8	<u>Earthworks</u>						
1.2.1	8.3.2, PSD1 to PSD4	Bulk excavation in all classes of material and stockpile (within 2km of excavation) for bases to a depth not exceeding 0.6m	m³	2,50	R	-	R	-
1.2.2	8.3.2 & PSD1	Extra over for excavation in hard rock (Prov)	m³	0,25	R	-	R	-
1.3	SABS 1200GA & PSGA	<u>Concrete to Footings</u>						
1.3.1	8.2.2 & PSGA6	Formwork (Degree of Accuracy I)						
1.3.1.1		Vertical, 600mm high smooth formwork to post bases	m²	23,00	R	-	R	-
1.3.2	8.4.2 & PSGA15	Blinding (15Mpa/19mm)						
1.3.2.1		50mm thickness under post bases	m³	0,20	R	-	R	-
1.3.3	8.4.3, PSGA1 to PSGA11	Concrete (30MPa/19mm)						
1.3.3.1		to post bases	m³	2,50	R	-	R	-
1.3.4	8.4.4, PSAG8 & PSGA16	Unformed surface finishes steel floated finish (Degree of Accuracy I)						
1.3.4.1		to post bases	m²	4,00	R	-	R	-
TOTAL CARRIED FORWARD							R	-

TOTAL BROUGHT FORWARD							R	-
1.4	PSX	<u>Fence and Gates</u>						
1.4.1		Supply and install 2400mm high, high-security welded mesh fence (Clearview or similar approved), galvanized and powder-coated black, including 3000m high posts, anti-climb spikes and anti-tamper fixings	m	60,00	R	-	R	-
1.4.2		Supply and install 914 mm wide x 2400 mm high, high-security welded mesh (Clearview or similar approved) pedestrian gate, complete with hinge posts, anti-climb spikes, anti-tamper fixings, locks and all associated hardware	No.	1,00	R	-	R	-
1.4.3		Supply and install 3000 mm wide x 2400 mm high, high-security welded mesh (Clearview or similar approved) manual sliding gate, complete with hinge posts, anti-climb spikes, anti-tamper fixings, locks, guides, track, rollers, stops and hardware	No.	1,00	R	-	R	-
2	PSX	<u>Concrete Benches</u>						
2.1	SANS 1200D, PSD1 to PSD8	<u>Earthworks</u>						
2.1.1	8.3.2, PSD1 to PSD4	Bulk excavation in all classes of material and stockpile (within 2km of excavation) for footings to a depth not exceeding 0.25m	m³	1,00	R	-	R	-
2.1.2	8.3.2 & PSD1	Extra over for excavation in hard rock (Prov)	m³	0,10	R	-	R	-
2.2	SABS 1200GA & PSGA	<u>Concrete to Bench Base</u>						
2.2.1	8.2.2 & PSGA6	<u>Formwork (Degree of Accuracy I)</u>						
2.2.1.1		Vertical, 200mm high smooth formwork to base	m²	4,00	R	-	R	-
2.2.2	8.4.2 & PSGA15	<u>Blinding (15Mpa/19mm)</u>						
2.2.2.1		50mm thickness under bases	m³	0,15	R	-	R	-
2.2.3	8.4.3, PSGA1 to PSGA11	<u>Concrete (30MPa/19mm)</u>						
2.2.3.1		to bases	m³	1,0	R	-	R	-
TOTAL CARRIED FORWARD							R	-

TOTAL BROUGHT FORWARD							R	-
2.2.4	8.4.4, PSAG8 & PSGA16	Unformed surface finishes steel floated finish (Degree of Accuracy I)						
2.2.4.1		to bases	m²	3,00	R	-	R	-
2.2.5		Reinforcement						
2.2.5.1		M10 Grade 316 anchors with Hilti HIT-HY 200 or similar approved chemical anchoring system complete with non-shrinkage grout.	No.	16,00	R	-	R	-
2.3		<u>Benches</u>						
2.3.1		Supply and install precast reinforced concrete bench, 1500 x 400 mm seat, 700 mm overall height and 450 mm backrest	No.	4,00	R	-	R	-
TOTAL SECTION 4 CARRIED FORWARD TO SUMMARY							R	-

8.3 SUMMARY TO BILL OF QUANTITIES

SOUTH AFRICA HERITAGE RESOURCES AGENCY

PROJECT NO. 1002-1

THE REHABILITATION OF THE DUNCAN VILLAGE MASSACRE MEMORIAL

SUMMARY TO BILL OF QUANTITIES

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1	PRELIMINARY & GENERAL	R -
2	SITE WORKS	R -
3	MEMORIAL WORKS	R -
4	FENCING & FURNITURE	R -
Sub Total 1		R -
5	CONTINGENCIES: Allow a sum of 10% of Sub Total 1 as a contingency amount to be drawn from only on the written instruction of the Engineer.	R -
Sub Total 2		R -
6	Allow 15% of Sub Total 2 as a VAT allowance	R -
TOTAL ESTIMATED VALUE OF WORKS		R -

TENDER FORMS

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes
	☐ No				☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	☐	A REGISTERED AUDITOR			
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes	☐ No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No
	[IF YES ENCLOSE PROOF]				[IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:								
1.1. <i>BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</i> 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. 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. 1.4. 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. 1.5. <i>THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</i>								
2. TAX COMPLIANCE REQUIREMENTS								
2.1 <i>BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</i> 2.2 <i>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.</i> 2.3 <i>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.</i> 2.4 <i>BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</i> 2.5 <i>IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</i> 2.6 <i>WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</i>								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. <i>IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</i></td> <td style="width: 30%; text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. <i>DOES THE BIDDER HAVE A BRANCH IN THE RSA?</i></td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. <i>DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</i></td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. <i>DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</i></td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	3.1. <i>IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</i>	☐ YES ☐ NO	3.2. <i>DOES THE BIDDER HAVE A BRANCH IN THE RSA?</i>	☐ YES ☐ NO	3.3. <i>DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</i>	☐ YES ☐ NO	3.4. <i>DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</i>	☐ YES ☐ NO
3.1. <i>IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</i>	☐ YES ☐ NO							
3.2. <i>DOES THE BIDDER HAVE A BRANCH IN THE RSA?</i>	☐ YES ☐ NO							
3.3. <i>DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</i>	☐ YES ☐ NO							
3.4. <i>DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</i>	☐ YES ☐ NO							

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SBD2: TAX COMPLIANCE STATUS PIN

The tenderer is required to attach a Tax Compliance Letter, detailing the tax compliance status pin to this form.

.....
DATE

.....
SIGNATURE OF TENDERER

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME 11:00	CLOSING DATE.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
---------	-------------	--

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

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

R.....
R.....
R.....
R.....
R.....

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

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

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

R.....
R.....
R.....
R.....

..... days
..... days
..... days
..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

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

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

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

R.....
R.....
R.....
R.....

TOTAL: R.....

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

Name of Bidder:

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
-
-
-

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

DECLARATION OF INTEREST

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.*

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.

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:

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.

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

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 / Persal Number

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{80/20 \cdot (P_t - P_{max})}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black-owned company	8	
Women	4	
Youth	5	
People with disabilities	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

- | | |
|--|--|
| 2. Application | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| 6. Patent rights | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> |

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment	16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
	16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
	16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
	16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

Should the Tenderer desire to make any departures from or modifications to the General Conditions of Contract, Specification, Bill of Quantities or Drawings, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

CLAUSE or ITEM

[illegible]

SIGNATURE OF TENDERER

The Tenderer must insert in the spaces below, the number of key personnel who will be dedicated to the Contract.

[illegible]

The Contractor must fill in the various categories, e.g. Plant Operators, Clerks, Laboratory Assistants, etc. as required.

.....
 DATE SIGNATURE OF TENDERER

EXPERIENCE OF KEY PERSONNEL – STATUE DESIGNER

DETAILS OF KEY PERSONNEL – STATUE DESIGN Tenderers must furnish hereunder details of their Statue Designer as part of key personnel, which they intend to employ on this project. Tenderers must refer to details required for assessment of the proposed key personnel for this project.		
Name of Statue Designer:		
Highest relevant qualification:		
Obtained at:		Year obtained:
Professional registration, if any:		
DETAILS REQUIRED FOR TENDER EVALUATION: 1 - Experience Attach an adequately detailed CV, concentrating on relevant experience with specific reference to experience in line with the scope of this project. It must clearly state the number of years' experience. 2 - Proof of the qualification Certified copies of qualifications obtained must be attached, as well as professional organizations membership registration, where applicable. 3 - Declaration with regard to key personnel experience I/we, the undersigned, who warrant that he/she is duly authorized to do so on behalf of the enterprise declare that points claimed qualifies the firm for the point(s) shown and I/we acknowledge that: 3.1 - The information furnished is true and correct. 3.2 - In the event of a contract being awarded as a result of points claimed, the bidder may be required to furnish additional documentary proof to the satisfaction of the Employer that the claims are correct. 3.3 - If the claims are found to be incorrect, the Employer may, in addition to any other remedy it may have: (i) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and (ii) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation. 4- Company Profile		
Signature of tenderer: _____ Name of tenderer: _____ Designation/Position: _____ Date: _____ Acceptance signature by the appointed key personnel, Statue Designer: _____		

EXPERIENCE OF KEY PERSONNEL – STATUE SUPPLIER

DETAILS OF KEY PERSONNEL – STATUE FABRICATION AND INSTALATION

Tenderers must furnish hereunder details of their Statue Supplier as part of key personnel, which they intend to employ on this project. Tenderers must refer to details required for assessment of the proposed key personnel for this project.

Name of Statue Supplier:		
Highest relevant qualification:		
Obtained at:		Year obtained:
Professional registration, if any:		

DETAILS REQUIRED FOR TENDER EVALUATION:

1 - Experience

Attach an adequately detailed CV, concentrating on relevant experience with specific reference to experience in line with the scope of this project. It must clearly state the number of years' experience.

2 - Proof of the qualification

Certified copies of qualifications obtained must be attached, as well as professional organizations membership registration, where applicable.

3 - Declaration with regard to key personnel experience

I/we, the undersigned, who warrant that he/she is duly authorized to do so on behalf of the enterprise declare that points claimed qualifies the firm for the point(s) shown and I/we acknowledge that:

3.1 - The information furnished is true and correct.

3.2 - In the event of a contract being awarded as a result of points claimed, the bidder may be required to furnish additional documentary proof to the satisfaction of the Employer that the claims are correct.

3.3 - If the claims are found to be incorrect, the Employer may, in addition to any other remedy it may have:

(i) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and

(ii) 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.

4- Company Profile

Signature of tenderer: _____

Name of tenderer: _____

Designation/Position: _____

Date: _____

Acceptance signature by the appointed key personnel, Statue Supplier: _____

EXPERIENCE OF KEY PERSONNEL – CONTRACTS MANAGER

DETAILS OF KEY PERSONNEL – CONTRACTS MANAGER (CM)		
Tenderers must furnish hereunder details of their CM as part of key personnel, which they intend to employ on this project. Tenderers must refer to details required for assessment of the proposed key personnel for this project.		
Name of CM:		
Highest relevant qualification:		
Obtained at:		Year obtained:
Professional registration, if any:		
DETAILS REQUIRED FOR TENDER EVALUATION:		
1 - Experience Attach an adequately detailed CV, concentrating on relevant experience with specific reference to experience in line with the scope of this project. It must clearly state the number of years' experience. 2 - Proof of the qualification Certified copies of qualifications obtained must be attached, as well as professional organizations membership registration, where applicable. 3 - Declaration with regard to key personnel experience I/we, the undersigned, who warrant that he/she is duly authorized to do so on behalf of the enterprise declare that points claimed qualifies the firm for the point(s) shown and I/we acknowledge that: 3.1 - The information furnished is true and correct. 3.2 - In the event of a contract being awarded as a result of points claimed, the bidder may be required to furnish additional documentary proof to the satisfaction of the Employer that the claims are correct. 3.3 - If the claims are found to be incorrect, the Employer may, in addition to any other remedy it may have: (i) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and (ii) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation.		
Signature of tenderer: _____		
Name of tenderer: _____		
Designation/Position: _____		
Date: _____		
Acceptance signature by the appointed key personnel, CM: _____		

EXPERIENCE OF KEY PERSONNEL – SITE AGENT

DETAILS OF KEY PERSONNEL – SITE AGENT (SA)

Tenderers must furnish hereunder details of their SA as part of key personnel, which they intend to employ on this project. Tenderers must refer to details required for assessment of the proposed key personnel for this project.

Name of SA:		
Highest relevant qualification:		
Obtained at:		Year obtained:
Professional registration, if any:		

DETAILS REQUIRED FOR TENDER EVALUATION:

1 - Experience

Attach an adequately detailed CV, concentrating on relevant experience with specific reference to experience in line with the scope of this project. It must clearly state the number of years' experience.

2 - Proof of the qualification

Certified copies of qualifications obtained must be attached, as well as professional organizations membership registration, where applicable.

3 - Declaration with regard to key personnel experience

I/we, the undersigned, who warrant that he/she is duly authorized to do so on behalf of the enterprise declare that points claimed qualifies the firm for the point(s) shown and I/we acknowledge that:

3.1 - The information furnished is true and correct.

3.2 - In the event of a contract being awarded as a result of points claimed, the bidder may be required to furnish additional documentary proof to the satisfaction of the Employer that the claims are correct.

3.3 - If the claims are found to be incorrect, the Employer may, in addition to any other remedy it may have:

(i) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and

(ii) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation.

Signature of tenderer: _____

Name of tenderer: _____

Designation/Position: _____

Date: _____

Acceptance signature by the appointed key personnel, SA: _____

EXPERIENCE OF KEY PERSONNEL – GENERAL FOREMAN

DETAILS OF KEY PERSONNEL – GENERAL FOREMAN (GF)		
Tenderers must furnish hereunder details of their GF as part of key personnel, which they intend to employ on this project. Tenderers must refer to details required for assessment of the proposed key personnel for this project.		
Name of GF:		
Highest relevant qualification:		
Obtained at:		Year obtained:
Professional registration, if any:		
DETAILS REQUIRED FOR TENDER EVALUATION:		
1 - Experience Attach an adequately detailed CV, concentrating on relevant experience with specific reference to experience in line with the scope of this project. It must clearly state the number of years' experience. 2 - Proof of the qualification Certified copies of qualifications obtained must be attached, as well as professional organizations membership registration, where applicable. 3 - Declaration with regard to key personnel experience I/we, the undersigned, who warrant that he/she is duly authorized to do so on behalf of the enterprise declare that points claimed qualifies the firm for the point(s) shown and I/we acknowledge that: 3.1 - The information furnished is true and correct. 3.2 - In the event of a contract being awarded as a result of points claimed, the bidder may be required to furnish additional documentary proof to the satisfaction of the Employer that the claims are correct. 3.3 - If the claims are found to be incorrect, the Employer may, in addition to any other remedy it may have: (i) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and (ii) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation.		
Signature of tenderer: _____		
Name of tenderer: _____		
Designation/Position: _____		
Date: _____		
Acceptance signature by the appointed key personnel, GF: _____		

EXPERIENCE OF KEY PERSONNEL – OCCUPATIONAL HEALTH AND SAFETY AGENT

DETAILS OF KEY PERSONNEL – OCCUPATIONAL HEALTH AND SAFETY AGENT (OHSA) Tenderers must furnish hereunder details of their OHSA as part of key personnel, which they intend to employ on this project. Tenderers must refer to details required for assessment of the proposed key personnel for this project.		
Name of OHSA:		
Highest relevant qualification:		
Obtained at:		Year obtained:
Professional registration, if any:		
DETAILS REQUIRED FOR TENDER EVALUATION: 1 - Experience Attach an adequately detailed CV, concentrating on relevant experience with specific reference to experience in line with the scope of this project. It must clearly state the number of years' experience. 2 - Proof of the qualification Certified copies of qualifications obtained must be attached, as well as professional organizations membership registration, where applicable. 3 - Declaration with regard to key personnel experience I/we, the undersigned, who warrant that he/she is duly authorized to do so on behalf of the enterprise declare that points claimed qualifies the firm for the point(s) shown and I/we acknowledge that: 3.1 - The information furnished is true and correct. 3.2 - In the event of a contract being awarded as a result of points claimed, the bidder may be required to furnish additional documentary proof to the satisfaction of the Employer that the claims are correct. 3.3 - If the claims are found to be incorrect, the Employer may, in addition to any other remedy it may have: (i) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and (ii) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation.		
Signature of tenderer: _____ Name of tenderer: _____ Designation/Position: _____ Date: _____ Acceptance signature by the appointed key personnel, OHSA: _____		

DETAILS OF PLANT AND EQUIPMENT

Tenderers are required to submit hereunder details of plant and equipment to be used for construction of the Works, with specific reference to the plant available for the statue scope of works.

In the column "Ownership", Tenderers are to state whether the items are:

- (a) Wholly owned by the Tenderer
- (b) On hire (with name of owner)
- (c) Under a hire purchase agreement
- (d) Under a lease agreement

In the case of either (c) or (d) being applicable, the number of outstanding payments due and the name of the Finance Company are to be furnished.

<u>Item</u>	<u>Description (Make/Model/Capacity)</u>	<u>Age</u> (Years)	<u>Value</u>	<u>Ownership</u>
1.				
2.				
3.				
4.				
5.				
6.				
7.				

.....
DATE

.....
SIGNATURE OF TENDERER

PROPOSED SUBCONTRACTOR'S

Tenderers shall state hereunder the names of any subcontractors they propose to appoint for the execution of certain sections of the Works. It is anticipated that the Contractor will be required to subcontract the following portions of the work:

- a) Earthworks
- b) Bronze Statue
- c) Granite Works
- d) Fencing
- e) Any other works as determined by the contractor

*The proposed subcontractor for the bronze statue works shall submit a company profile and a schedule of previous similar projects demonstrating relevant experience in the design, manufacture and installation of bronze statues or similar public artworks.

NAME OF SUBCONTRACTOR	SECTION OF WORK

.....
DATE

.....
SIGNATURE OF TENDERER

PROGRAMME

The tenderer is required to attach a programme, detailing the items of works, as well as the critical path, to this form.

.....
DATE

.....
SIGNATURE OF TENDERER

PAST EXPERIENCE – CIVIL WORKS

Tenderers are required to submit hereunder details of their past experience in civil projects in the past 5 years. Tenderers are to give brief description of works, project value and contactable references.

Project Name & Description	Project Value	Date Started	Date Completed	Client Name & Contact Details

.....
DATE

.....
SIGNATURE OF TENDERER

PAST EXPERIENCE – STATUE AND HERITAGE WORKS

Tenderers are required to submit hereunder details of their past experience in civil projects in the past 5 years. Tenderers are to give brief description of works, project value and contactable references.

Project Name & Description	Project Value	Date Started	Date Completed	Client Name & Contact Details

.....
DATE

.....
SIGNATURE OF TENDERER

CONTRACT FORMS

FORM OF OFFER AND ACCEPTANCE

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

The Rehabilitation of the Duncan Village Massacre Memorial in Duncan Village Township, Eastern Cape, South Africa.

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

By the representative of the vendor, deemed to be duly authorized, signing this part of this form of offer and acceptance, the vendor 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:

(in words);

R _____ (in figures)

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

for the vendor:

Signature _____

Name _____

Capacity _____

Name and address of organisation:

Signature and name of witness:

Signature _____

Name _____

Date _____

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the vendor'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 vendor's offer shall form an agreement between the employer and the vendor upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

and drawings and documents or parts thereof, which may be incorporated by reference into parts 1 to 3 above.

Deviations from and amendments to the documents listed in the offer data and any addenda thereto listed in the offer schedules as well as any changes to the terms of the offer agreed by the vendor 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 vendor 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 at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the vendor receives one fully completed and signed by the parties, original copy of this document, including the schedule of deviations (if any).

for the employer:

Signature _____

Name _____

Capacity _____

Name and address of organisation:

Signature and name of witness:

Signature _____

Name _____

Date _____

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the offer documents issued by the employer prior to the offer closing date is limited to those permitted in terms of the conditions of offer.
2. A vendor'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 offer 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 offer 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 _____

By the duly authorised representatives signing this schedule of deviations, the employer and the vendor agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Offer Data and addenda thereto as listed in the offer schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the vendor 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 offer documents and the receipt by the vendor of a completed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the Vendor:		For the Employer:
	Signature	
	Name	
	Capacity	
	Name and address of organisation	
	Witness signature	
	Witness Name	
	Date	

CONFIRMATION OF RECEIPT

The vendor, (now contractor), identified in the Offer part of this Agreement hereby confirms receipt from the employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this agreement, including the schedule of deviations (if any) today:

The _____ (day) of _____ (month) 20 _____ (year)

At _____ (place)

For the contractor:

Signature

Name

Capacity

Signature and name of witness :

Signature

Name

PERFORMANCE GUARANTEE

The performance guarantee is to contain the wording of the pro-forma document included in the *General Conditions of Contract for Construction Works, Fourth Edition, 2025* published by the South African Institution of Civil Engineering.

Herewith a copy of the pro-forma document.

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Fourth Edition, 2025.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" _____ means:

Physical _____ Address:

"Employer" means: The South African Heritage Resources Agency

"Contractor" _____ means:

"Employer's Agent" means: CBM Africa (Pty) Ltd

"Works" means: The Rehabilitation of Duncan Village Massacre Memorial

"Site" means: Duncan Village Township, Msimango Street, Buffalo City Metropolitan Municipality (BCMM), Eastern Cape Province, South Africa.

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of
R _____

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of
R _____

Amount in words:

Type of performance guarantee: Fixed

"Expiry date" means within 14 days after the issue of the certificate of completion by the employer's agent in terms of Clause 5.14.5 of the General Conditions of Contract.

CONTRACT DETAILS

Employer's agent issues: Interim payment certificates, final payment certificate and the certificate of completion of the works as defined in the contract.

1. FIXED PERFORMANCE GUARANTEE

- 1.1 Where a fixed performance guarantee has been selected, the guarantor's liability shall be limited to the amount of the guaranteed sum.
- 1.2 The guarantor's period of liability shall be from and including the date on which the performance guarantee is signed, up to and including the expiry date, or the date of issue by the employer's agent of the certificate of completion of the works or the date of payment in full of the guaranteed sum, whichever occurs first.
- 1.3 The employer's agent and/or employer shall advise the guarantor in writing of the date on which the certificate of completion of the works has been issued.

2. CONDITIONS APPLICABLE TO FIXED PERFORMANCE GUARANTEE

- 2.1 The guarantor hereby acknowledges that:
 - 2.1.1 any reference in this performance guarantee to the contract 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
 - 2.1.2 its obligation under this performance guarantee is restricted to the payment of money.
- 2.2. Subject to the guarantor's maximum liability referred to in 1.1, the guarantor hereby undertakes to pay the employer the sum certified upon receipt of the documents identified in 2.2.1 to 2.2.3:
 - 2.2.1 a copy of a first written demand issued by the employer to the contractor stating that payment of a sum certified by the employer's agent in an interim or final payment certificate has not been made in terms of the contract and failing such payment within seven (7) calendar days, the employer intends to call upon the guarantor to make payment in terms of 2.2.2;
 - 2.2.2 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) days has elapsed since the first written demand in terms of 2.2.1 and the sum certified has still not been paid;
 - 2.2.3 a copy of the aforesaid payment certificate which entitles the employer to receive payment in terms of the contract of the sum certified in 2.2.
- 2.3. Subject to the guarantor's maximum liability referred to in 1.1, the guarantor undertakes to pay to 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 performance guarantee, such demand stating that:
 - 2.3.1 the contract has been terminated due to the contractor's default and that this performance guarantee is called up in terms of 2.3; or
 - 2.3.2 a provisional or final sequestration or liquidation court order has been granted against the contractor and that the performance guarantee is called up in terms of 2.3; and
 - 2.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 2.4. It is recorded that the aggregate amount of payments required to be made by the guarantor in terms of 2.2 and 2.3 shall not exceed the guarantor's maximum liability in terms of 1.1.
- 2.5. Where the guarantor has made payment in terms of 2.3, 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 this performance guarantee have been expended and shall refund to the guarantor any resulting surplus. All monies refunded to the guarantor in terms of this

- performance 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.
- 2.6. Payment by the guarantor in terms of 2.2 or 2.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the guarantor.
- 2.7. Payment by the guarantor in terms of 2.3 will only be made against the return of the original performance guarantee by the employer.
- 2.8. The employer shall have the absolute right to arrange his affairs with the contractor in any manner which the employer may consider fit and the guarantor shall not have the right to claim his release from this performance guarantee on account of any conduct alleged to be prejudicial to the guarantor.
- 2.9. The guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 2.10. This performance guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2, 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.
- 2.11. This performance guarantee, with the required demand notices in terms of 2.2 or 2.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 2.12. Where this performance guarantee is issued in the Republic of South Africa, the guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at: _____

Date: _____

Guarantor's signatory (1): _____

Capacity: _____

Guarantor's signatory (2): _____

Capacity: _____

Witness signatory (1): _____

Witness signatory (2): _____

OHS AGREEMENT

**AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT
(ACT NO. 85 OF 1993)**

THIS **AGREEMENT** made between:

(Hereinafter referred to as "the employer") of the one part, herein represented by:

In his capacity as

AND:

(Hereinafter referred to as "the mandatory") of the other part, herein represented by:

In his/her capacity as

And being duly authorised to act as mandatory on behalf of the contractor; WHEREAS the employer is desirous that certain works be constructed and has accepted an offer by the mandatory for the construction, completion and defects correction of such works and whereas the employer and the mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the mandatory with the provision of the Occupational Health and Safety Act 1993 (Act 85 of 1993).

NOW THEREFORE THIS AGREEMENT WITNESSED AS FOLLOWS:

1. The mandatory shall execute the work in accordance with the contract documents pertaining to this contract.
2. This agreement shall hold good from its commencement date, which shall be the date on which the site is handed over to the mandatory by an order in writing from the engineer, to either:
 - (a) The date of the certificate of practical completion issued in terms of Clause 5.14 of the General Conditions of Contract 2025 (hereinafter referred to as the "GCC"), as applicable to this Contract, or
 - (b) The date of termination of the contract in terms of Clause 9.1, 9.2 or 9.3 of the GCC
3. The mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8: General duties of employers to their employees;
 - (ii) Section 9: General duties of employers and self-employed person to persons other than employees;
 - (iii) Section 37: Acts or omissions by employees or mandatories; and
 - (iv) Sub-section 37 (2) relating to the purpose and meaning of this agreement
 - (b) The procedure and safety rules of the employer as pertaining to the mandatory and to all his subcontractors.

4. In addition to the requirements of Clause 36 of the General Conditions of Contract and all relevant requirements of the contractor, the mandatory agrees to execute all the works forming part of this contract and to operate and utilize all machinery, plant and equipment in accordance with the Act.
5. The mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the employer.

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

At _____ for and on behalf of the **EMPLOYER** on this
the _____ day of _____ 20_____.

SIGNATURE: _____ **CAPACITY:** _____

WITNESSES:

SIGNATURES: (1) _____

(2) _____

NAMES:

(1) _____

(2) _____

At _____ for and on behalf of the **MANDATORY** on
this the _____ day of _____ 20_____.

SIGNATURE: _____ **CAPACITY:** _____

WITNESSES:

SIGNATURES: (1) _____

(2) _____

NAMES:

(1) _____

(2) _____

SMME/EME TARGET FORM

It is an objective of this project to enable a transfer of knowledge and skills to SMMEs/EMEs and their personnel, through mentoring, instruction and training. The Tenderer is encouraged to target works that can be performed by local enterprises as subcontractors. The tenderer is at liberty to find its own local SMME sub - contractors, however given the environment in which the works are undertaken, it is encouraged that the tenderer allows SAHRA Representatives to engage with the community in this regard on their behalf.

The SMME/EME participation threshold for this construction contract is up to a value of R150 000.00 excluding VAT.

Small, Medium and Micro Enterprises (SMMEs):

- A business concern operating in any business sector and which complies with the qualitative and quantitative criteria outlined in the Schedule contained in the National Small Business Act (Act No. 102 of 1996).
- Black people will only be as per the definition issued under the Codes of Good Practice (the codes) under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
- SMME 51% owned by black people and black designated groups:
 - Women owned businesses
 - Youth owned businesses.
 - Rural/township-based businesses
 - Military veteran owned businesses (requisite Military Number confirmed by the Department of Military Veterans)

Conditions

- The principal contractor and SMME will enter into a Cession Agreement signed by both parties;
- The SMME sub contract agreement must be in line with the main contract agreement;
- Proposed SMME packages and/or award values must not be lower than 10% of the construction value;
- Proposed SMMEs must confirm their company registration with CIPC (formerly CIPRO) and no business that appears on the CIPC List of de-registered businesses will be entertained;
- The SMME shall be afforded a maximum of one active package at a time and shall not be considered for any further works until their current package of works is complete;
- The Director/s of the SMME Company must be actively involved on the overall management and daily site activities for the awarded package;
- SMMEs will provide labour-based services only. All machinery and material are to be supplied by the main contractor.

Duly authorized to sign on behalf of:

Name:

Signature:

Date:



TENDER DOCUMENT

THE SOUTH AFRICAN HERITAGE RESOURCES AGENCY

CONTRACT NO. 1002-1

THE REHABILITATION OF DUNCAN VILLAGE MASSACRE MEMORIAL

SITE SPECIFIC RISK ASSESSMENT

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

The Occupational Health and Safety Act 85 of 1993, and related regulations provide for the relationships, responsibility and accountabilities of the contractual parties. The Employer is committed to health, safety and environmental sustainability and adopts a standard of zero tolerance towards events that may have a negative impact on safety, health or environmental concerns. The employer retains the right to **stop work** that poses a threat to health and safety.

a) Nature of works

- The service provider must design, construct and mount a life size bronze statue of a black African woman carrying a child on her back advancing forward carrying a stone on her hand.
- Replace missing granite trimmings with similar granite cladding around the plinth.
- Refurbishment of octagonal steps around the memorial.
- Refurbishment of pavement, including drainage.
- New Clear View fencing & gates.
- New precast concrete garden benches with backrest

b) The Site

The site is located in Duncan Village Township, Msimango Street, Buffalo City Metropolitan Municipality (BCMM), Eastern Cape Province, South Africa. The GPS co-ordinates for the site are: 33°00'52.58"S; 27°51'56.06"E.

The site will be live at all times and numerous services, including but not limited to, sewer lines, power cables, potable water supplies, stormwater and telecommunications will be encountered.

The contractor will be required to work with other contractors as well as the employer and members of the public on a daily basis and ensure that the health and safety of all employees, visitors, Employers and contractors are ensured at all times.

The contractors will be required to adhere to the Employer's health and safety standards, code of conduct as well as security requirements at all times. The contractor is expected to familiarize themselves with these requirements and to incorporate them into the planning and costing of this tender.

c) Risk Assessment

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 contractor from his responsibilities and accountability in respect of the project

i) *Working at Heights:*

Installation of Statue, placing of granite cladding and brick work etc.

Working from heights may occur from both scaffolding and ladders and protection from falling objects will be required irrespective of whether works are occurring in areas where existing services are already in place or not. Scaffolding is to be properly founded and braced, inspected before use to ensure there is no side and cross movement and that all access ladders, hand rails, kicker plates, boards and signage etc. are in place; all scaffolding that is safe for use must be tagged as well as scaffolding that cannot be used. Ladders are to be *properly inspected before use*.

ii) *Electrical:*

Working on a live site may result in electrical shock from underground or overhead cables.

Hand power tools may result in electrical shock if incorrectly used and not properly maintained. Joints in extension leads will not be permitted.

iii) *Excavation:*

Exploratory excavations as well as excavations for subsoil drains, whether by hand or machine. Open excavations are injury risks to employees, public and traffic and may be susceptible to collapse. The presence of unknown ground services also poses a risk.

iv) *Dust and Noise:*

Dust and noise from general construction works are a hazard to the sites general operating principles as well as a nuisance to employees and the public in general.

v) *Access and Traffic:*

Works are to be completed in close proximity to the access road. This may have impacts on the traffic and may endanger the health and safety of the public as well as the contractor's employees.

vi) *Refuse and Waste:*

The site must be kept clean and tidy at all times. Burning of refuse and waste will not be permitted. All packing materials are to be neatly stored and in such a manner as to prevent dispersion by wind.

Clean and hygienic ablutions facilities must be provided at all times, including eating areas, changing facilities and water for drinking and hand washing.

vii) *Spillages:*

Any spill, accidental or otherwise, of any substance that may result in an injury, impairment of persons, environmental damage or pollution, such as oil, petrol etc.

viii) *Handling of Equipment:*

Manual handling of heavy equipment, both on the ground and at heights is expected when fixing granite and statue in place, placing concrete, loading and off-loading trucks etc.

ix) *Housekeeping:*

Incorrectly stacked storage materials and poor material handling practices can result in health and safety concerns.

x) *Construction Plant:*

The use of mobile construction plant to move, transport, lift and place goods as well as excavating, placing and compacting material poses a safety and traffic risk to all personnel and vehicles both inside and outside the confines of the site.

xii) *Fire:*

Use and storage of flammable liquids and other hazardous substances. Fire precautions and emergency planning to be identified and managed.

xiii) *Hot Work:*

Welding, cutting, grinding.

Care should be taken while performing hot work to ensure the safety of the employees and members of the public.

xiv) *Concrete/Brick Products:*

The handling of dry cement can lead to dermatitis and respiratory disease. There is also a safety risk related to the carrying of heavy loads when placing concrete and brickwork.

xv) *Work in confined spaces:*

Working in small spaces in awkward body positions in trenches and at heights along leading edges.

xvi) *Paints*

Solvents and vapours that can be absorbed through the skin and mucous membranes as well as inhaled.

xvii) *Handheld Tools:*

Small handheld tools like hammers, cutting tools, chisels, floats, pliers, saws etc. that present an injury hazard if dropped must be sufficiently secured when working at heights with suitable lanyards.

xviii) *Working Outdoors:*

Sun exposure, inclement weather, rain can result in illness or injury.

xix) *Unknown Hazards:*

Unknown hazards pose a risk to all employees and the public and constant awareness and adequate supervision is mandatory.

d) Risk Evaluation Criteria

The criteria used to determine the risk is as follows:

Level of risk = consequences x probability

Consequences

- 5 - Catastrophic
- 4 - Critical
- 3 - Medium Impact
- 2 - Minimal Impact
- 1 - Minor Injury - First Aid

Probability

- 1 - Highly unlikely
- 2 - Rare
- 3 - Unusual
- 4 - Frequent
- 5 - Regular

Risk Matrix

1	2	3	4	5
2	4	6	8	10
3	6	9	12	15
4	8	12	16	20
5	10	15	20	25

1-4	=	Continue with current controls
5-12	=	Manage as far as reasonably practical
15-25	=	Intolerable



TENDER DOCUMENT

THE SOUTH AFRICAN HERITAGE RESOURCES AGENCY

CONTRACT NO. 1002-1

REHABILITATION OF DUNCAN VILLAGE MASSACRE MEMORIAL

TENDER DRAWINGS & INFORMATION

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LEGEND	
	CHIPPED BROKEN GRANITE EDGES
	PLATFORM EXISTING GRANITE TO BE REMOVED
	STEP 3 EXISTING GRANITE TO BE REMOVED
	STEP 2 EXISTING GRANITE TO BE REMOVED
	STEP 1 EXISTING GRANITE TO BE REMOVED
	EXISTING BOUND PAVERS TO BE REMOVED STOCKPAILED, AND REINSTATED

EXISTING STEEL PALISADE FENCE TO BE
REMOVED AND REPLACE WITH
HIGH-SECURITY CLEAR VIEW FENCE AS
PER DWG No. 1002-1-12

C			
B			
A			
-	2026-10-02	SSEAD 7078 TURNER	MH
NO	DATE	DESCRIPTION	BY



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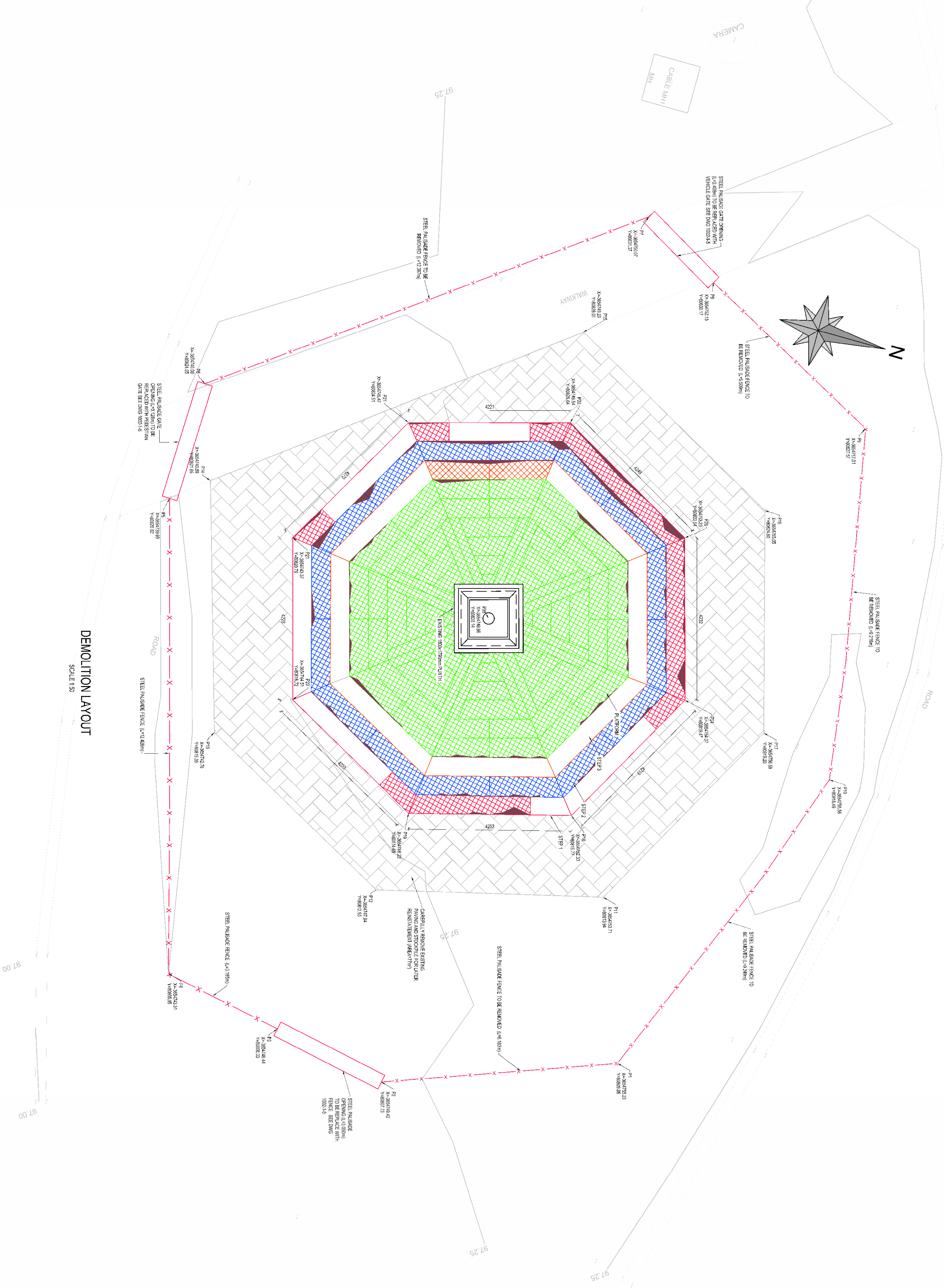
PROJECT

REHABILITATION OF
DUNCAN VILLAGE
MEMORIAL STATUE

TITLE

DEMOLITION PLAN

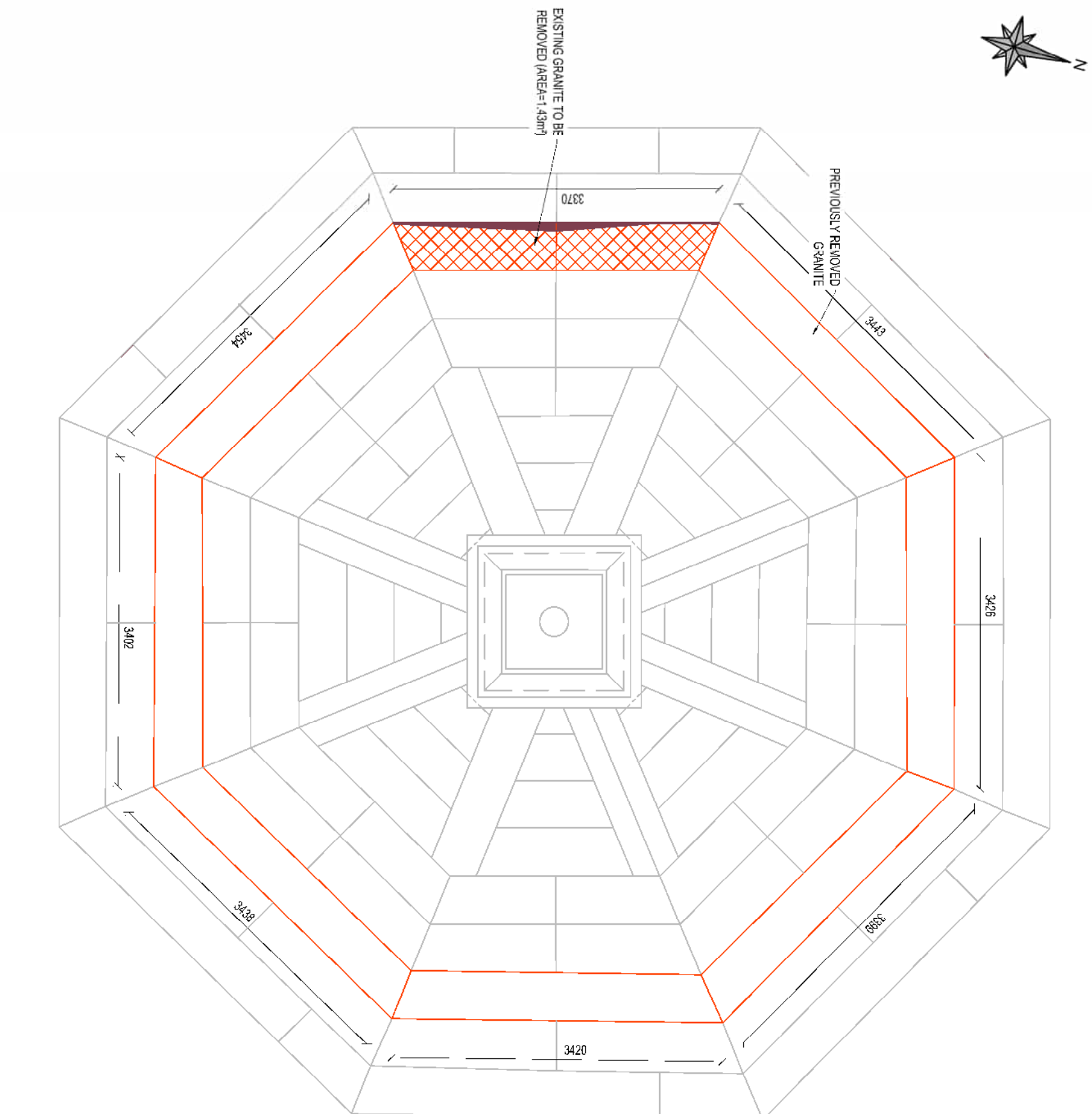
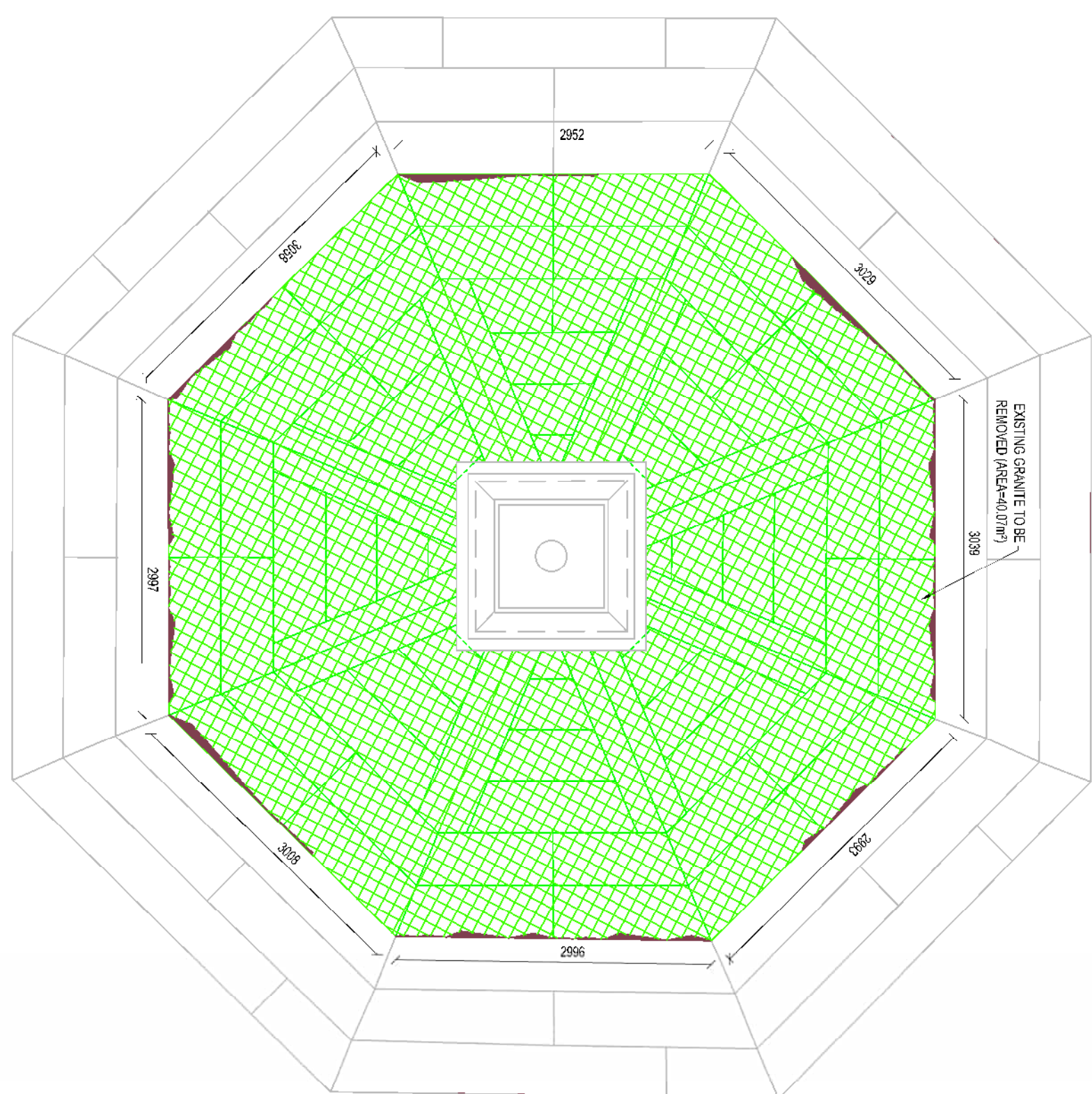
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DEMOLITION LAYOUT

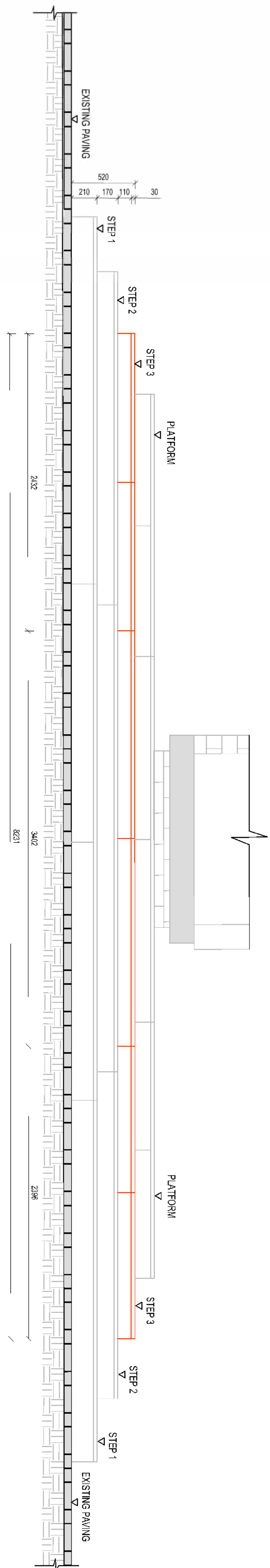
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LEGEND	
	CHIPPED/BROKEN GRANITE DOGS
	PLATFORM EXISTING GRANITE TO BE REMOVED
	STEP 3 EXISTING GRANITE TO BE REMOVED
	STEP 2 EXISTING GRANITE TO BE REMOVED
	STEP 1 EXISTING GRANITE TO BE REMOVED
	EXISTING BOUND PAVING TO BE REMOVED, STOCKPILED, AND REINSET

TOTAL PLAN AREA = 1.43m²

TOTAL PLAN AREA = 40.07m²

STEP 3 PLAN LAYOUT
SCALE 1:50



STEP 3 SOUTH ELEVATION
SCALE 1:25

TOTAL AREA = 3.01m²

PLATFORM PLAN LAYOUT
SCALE 1:50

NOTE:

ALL EXISTING STEP GRANITE TO BE STRIPPED AND
REPLACED AS PER DWG No. 1002-1-6 TO DWG No. 1002-1-9

No	Date	Description	M/S BY
C			
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-	2026-0-02	ISSUED FOR TENDER	M/S
No			BY

DATE	2026-07-06	SCALE	AS SHOWN
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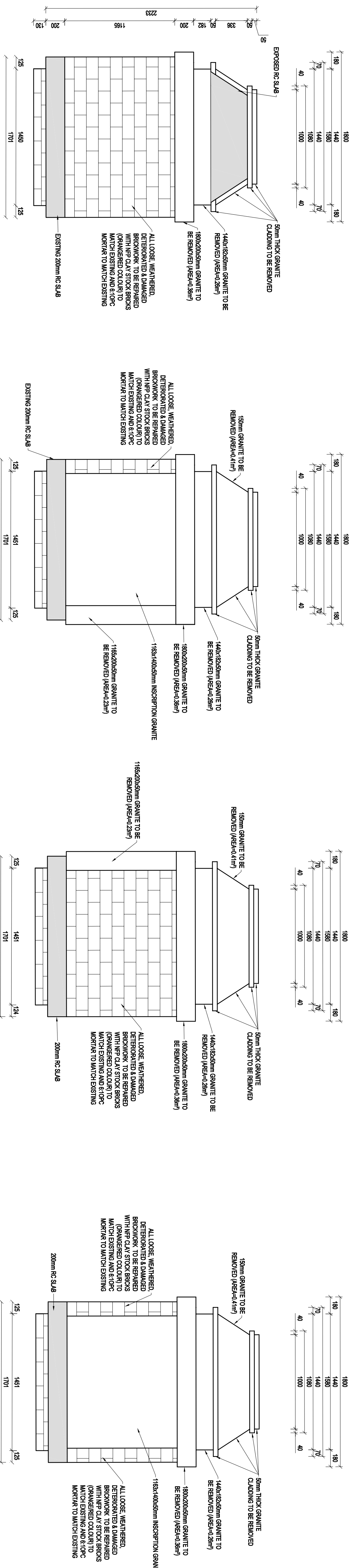
PROJECT

REHABILITATION OF DUNCAN VILLAGE MEMORIAL STATUE

TITEL

STEP 3 & PLATFORM DEMOLITION

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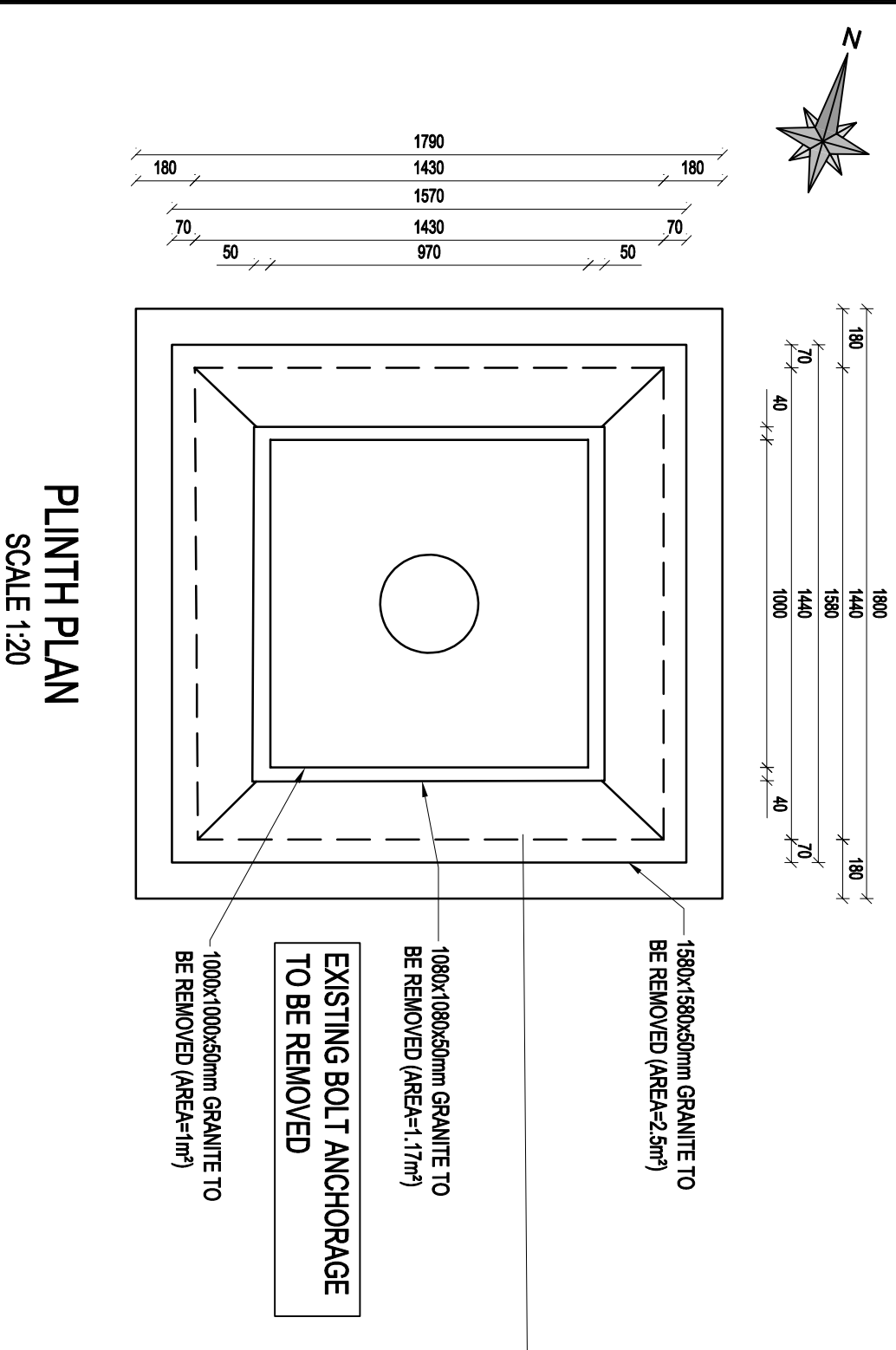


PLINTH NORTH ELEVATION
SCALE 1:25

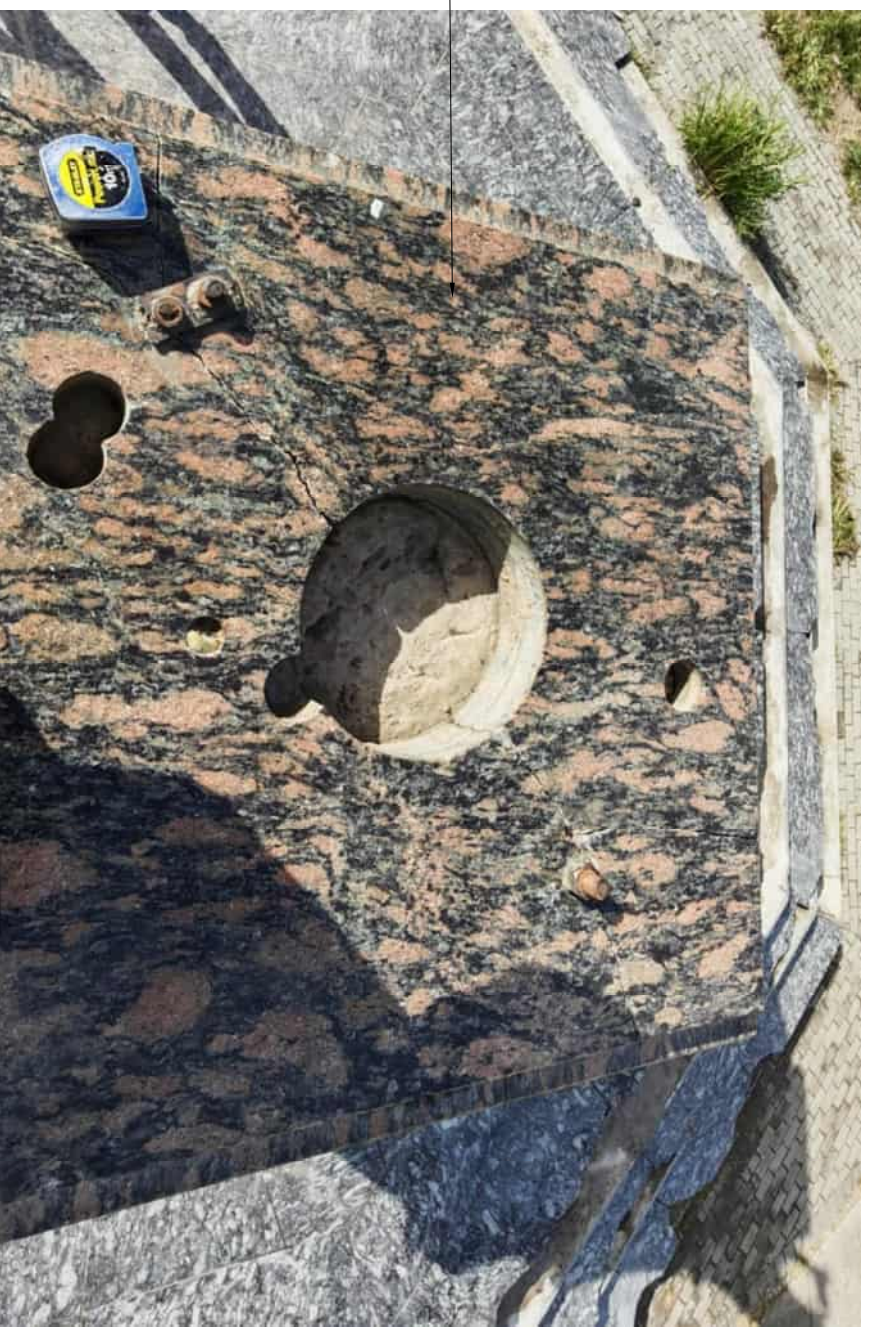
PLINTH SOUTH ELEVATION
SCALE 1:25

PLINTH EAST ELEVATION
SCALE 1:25

PLINTH WEST ELEVATION
SCALE 1:25



PLINTH PLAN
SCALE 1:20



ALL LOOSE, WEATHERED, DETERIORATED & DAMAGED BRICKWORK TO BE REPAIRED USING NFP CLAY STOCK BRICKS TO MATCH EXISTING AND 6:1 OPC MORTAR



NOTE:
ALL EXISTING PLINTH GRANITE CLADDING TO BE CAREFULLY REMOVED. CARE TO BE TAKEN DURING DEMOLITION AROUND EXISTING SLAB AND BRICKWORK



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PROJECT
REHABILITATION OF
DUNCAN VILLAGE
MEMORIAL STATUE

TITLE
PLINTH SECTION &
PLAN DEMOLITION

DRAWING SIZE	DRAWING No	REVISION
A1	1002-1-T-4	~

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LEGEND	
	STEP 1 GRANITE
	STEP 2 GRANITE
	STEP 3 GRANITE
	PLATFORM GRANITE

PROJECT

REHABILITATION OF
DUNCAN VILLAGE
MEMORIAL STATUE

TITLE

SITE PLAN LAYOUT

DRAWING SIZE

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DRAWING NO

1002-1-T-5

REVISION

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DATE

2025-09-18

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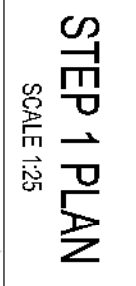
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SITE PLAN LAYOUT

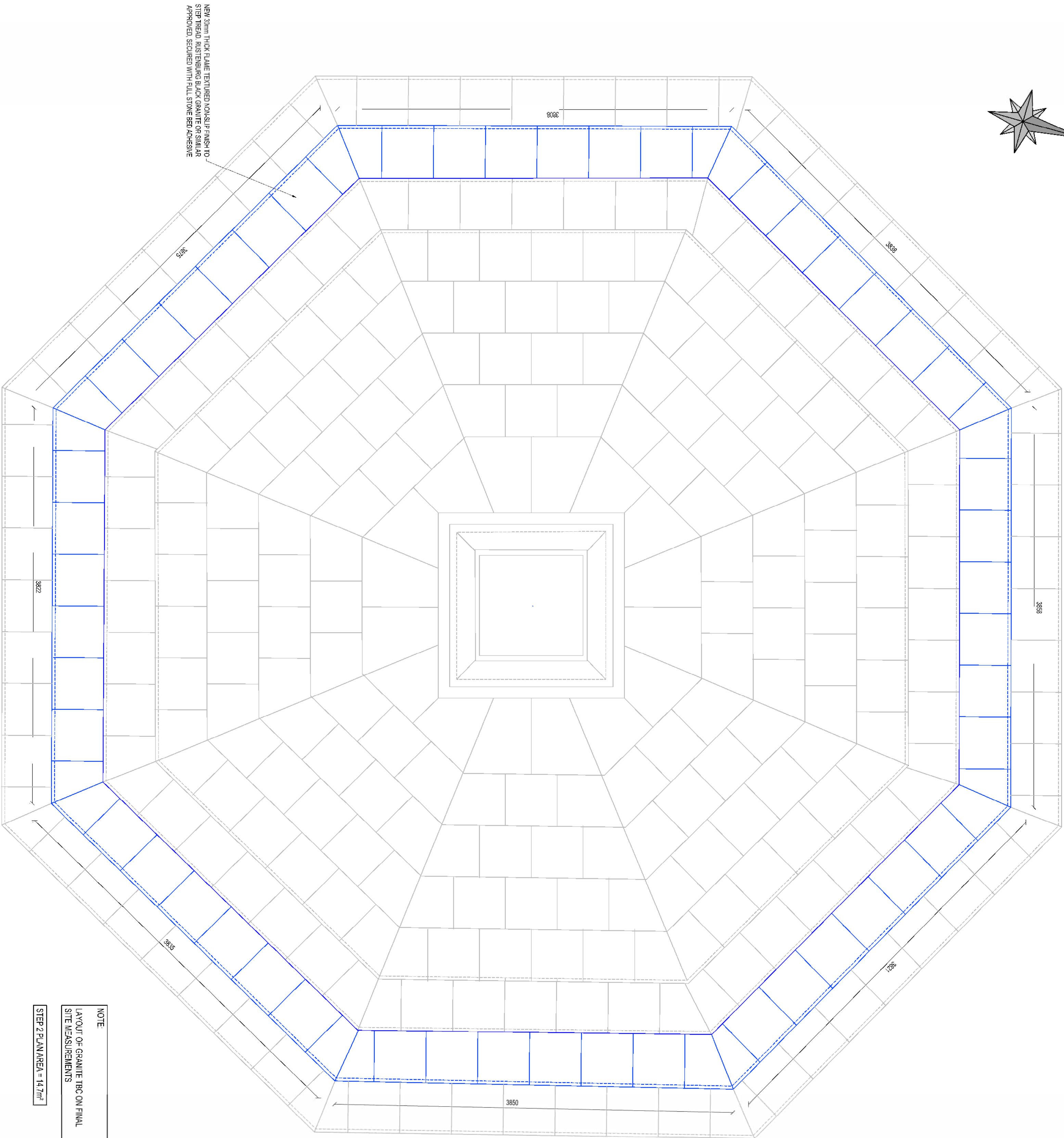
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LEGEND	
	STEP 1 GRANITE
	STEP 2 GRANITE
	STEP 3 GRANITE
	PLATFORM GRANITE



PROJECT		REHABILITATION OF DUNCAN VILLAGE MEMORIAL STATUE	
TITLE		STEP 1 PLAN & SECTIONS	
DRAWING SIZE	DRAWING NO.	REVISION	
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117 WESTERN AVENUE, VINCENT EAST LONDON, SE27 MOBILE: 0773 864 5376 e-mail: info@cesiafrica.co.za	 CESA CONSTRUCTION ESTIMATING SOUTH AFRICA	CLIENT		PROJECT REHABILITATION OF DUNCAN VILLAGE MEMORIAL STATUE	TITLE	STEP 1 PLAN & SECTIONS	DRAWING no 1002-1-T-6	REVISION ~	DRAWING SIZE A1
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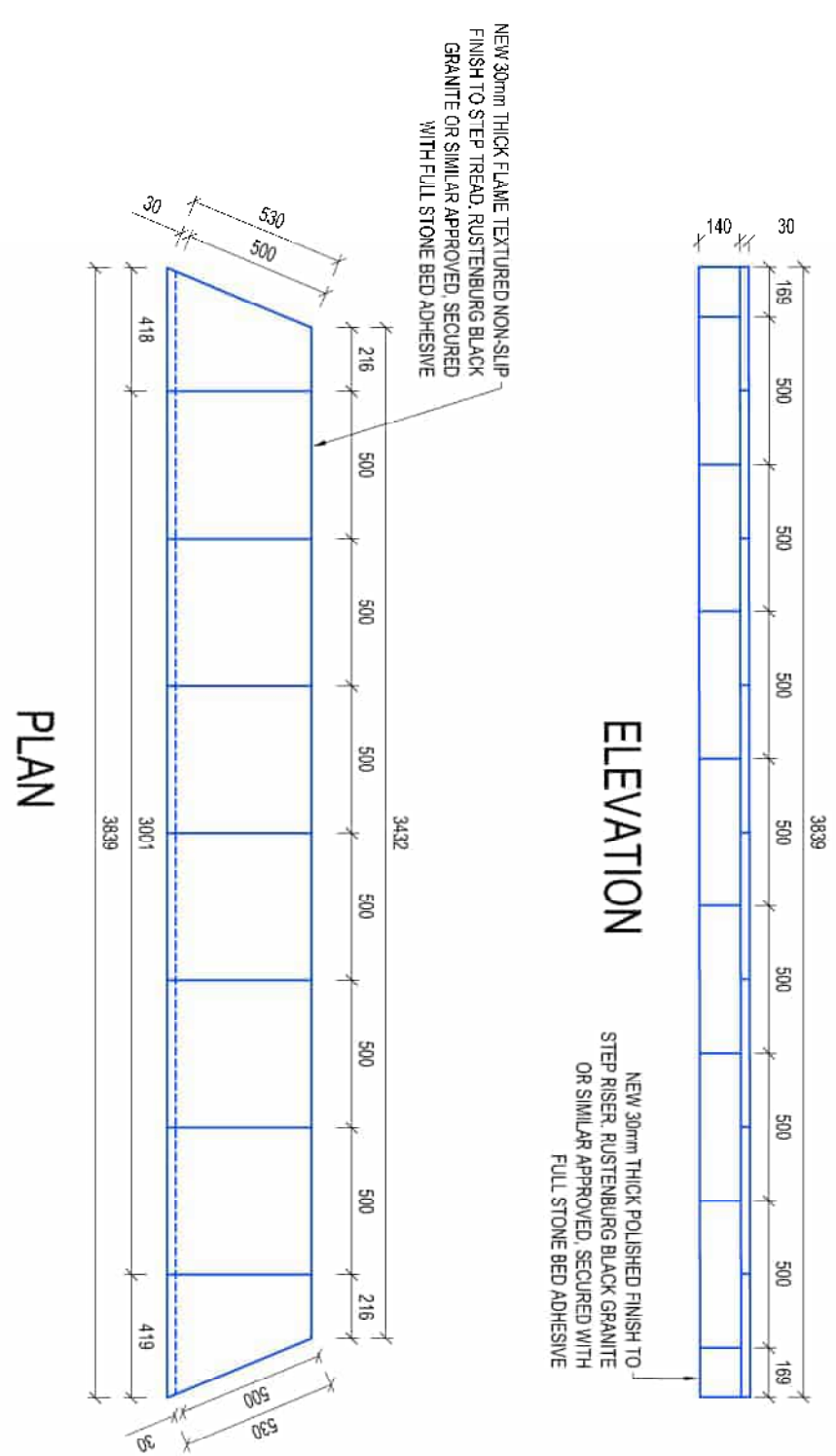


NOTE:
LAYOUT OF GRANITE TBC ON FINAL
SITE MEASUREMENTS

STEP 2 PLAN AREA = 14.7m²

Figure 1 is a plan view of the bridge deck showing the layout of the new down the river barrier. The diagram illustrates the bridge deck with a central section of 2891 units and side sections of 3869 and 2735 units. A new barrier is shown as a blue line along the right side, with a width of 30 units. The barrier is labeled "STEP 2 @ LV. 97.63" and "NEW Down The River Barrier Second Run". The existing barrier is shown as a grey line. The diagram also shows the "STEP 2 EL" and "STEP 2 EL @ LV. 97.63".

STEP 2 SOUTH ELEVATION
SCALE 1:25



NOTE:
LAYOUT OF GRANITE TBC ON FINAL
SITE MEASUREMENTS

STEP 2 TYPICAL GRANITE
SCALE 1:25

LEGEND	
	STEP 1 GRANITE
	STEP 2 GRANITE
	STEP 3 GRANITE
	PLATFORM GRANITE

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DATE	2026-09-18	SCALE	AS SHOWN
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REHABILITATION OF DUNCAN VILLAGE MEMORIAL STATUE

STEP 2 PLAN & SECTIONS

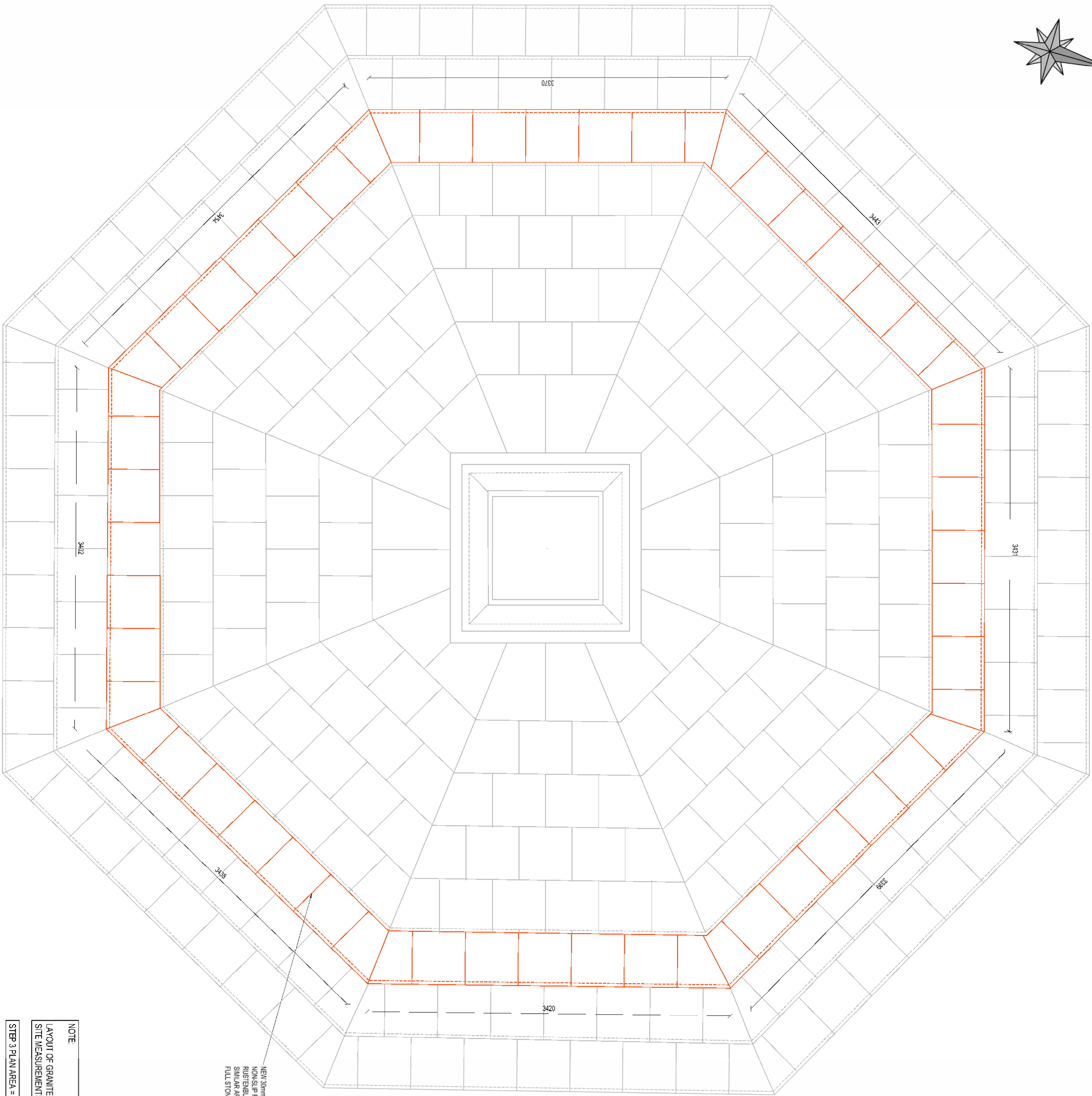
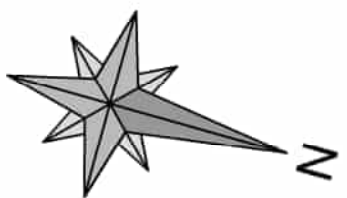
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1002-1-T-7

REVISION



LOCALITY PLAN - NTS

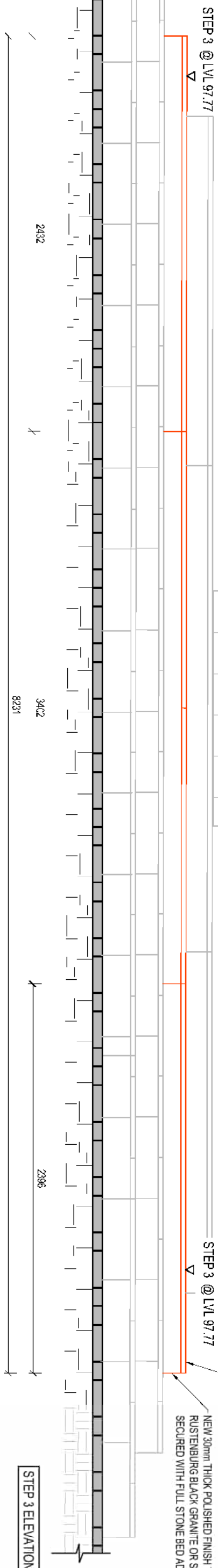


STEP 3 PLAN
SCALE 1:25

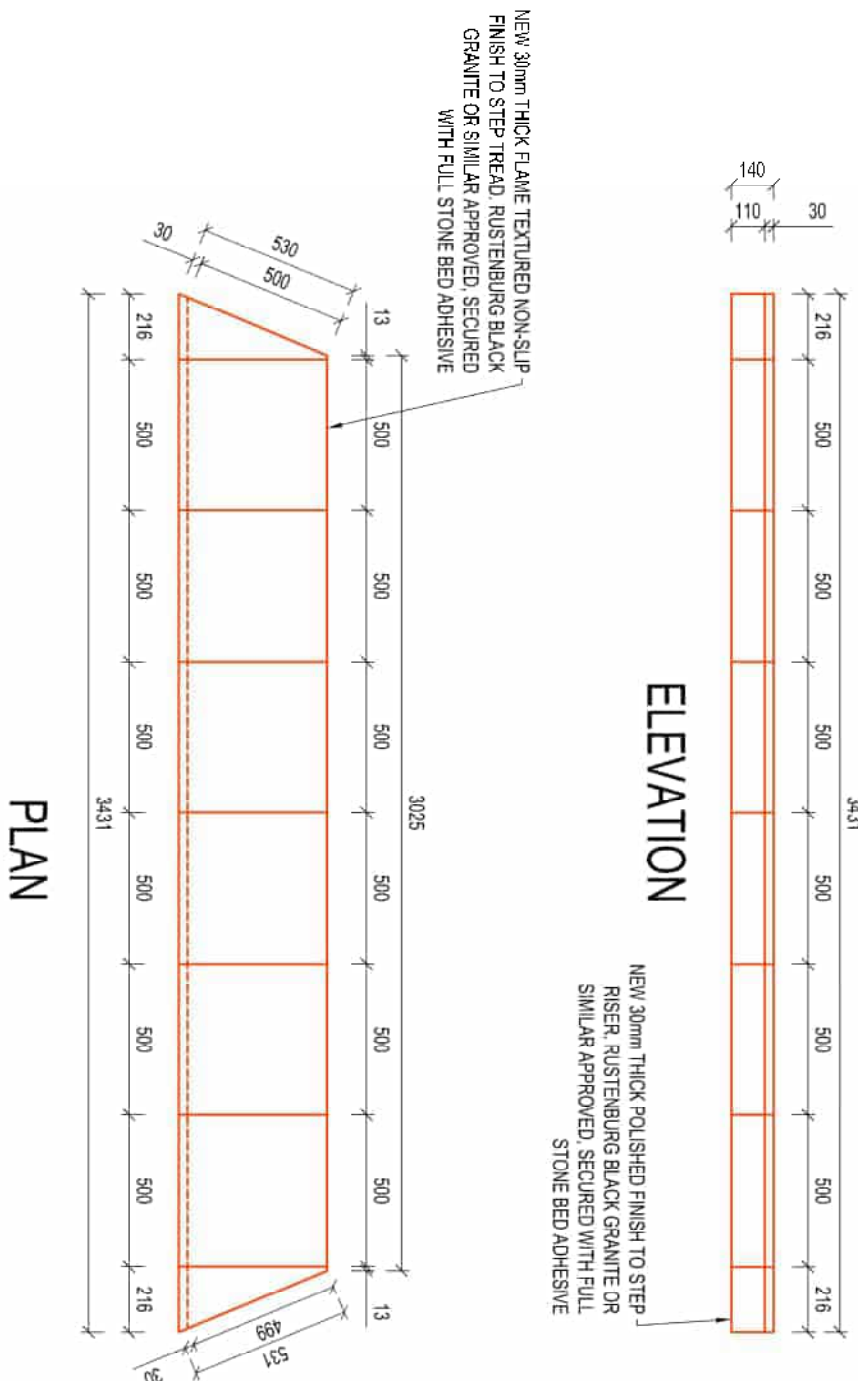
NOTE
LAYOUT OF GRANITE TBC ON FINAL
SITE MEASUREMENTS
STEP 3 PLAN AREA = 12.7m²

NEW 30mm THICK FLAME TEXTURED NON-SLIP
FINISH TO STEP HEAD. RUBBERING BLACK
GRANITE OR SIMILAR APPROVED. SECURED
WITH FULL STONE BED ADHESIVE

NEW 30mm THICK FLAME TEXTURED NON-SLIP
FINISH TO STEP HEAD. RUBBERING BLACK
GRANITE OR SIMILAR APPROVED. SECURED
WITH FULL STONE BED ADHESIVE



STEP 3 SOUTH ELEVATION
SCALE 1:25



STEP 3 TYPICAL GRANITE
SCALE 1:25

NOTE
LAYOUT OF GRANITE TBC ON FINAL
SITE MEASUREMENTS

NEW 30mm THICK FLAME TEXTURED NON-SLIP
FINISH TO STEP HEAD. RUBBERING BLACK
GRANITE OR SIMILAR APPROVED. SECURED
WITH FULL STONE BED ADHESIVE

NEW 30mm THICK POLISHED FINISH TO STEP
RUBBERING BLACK GRANITE OR SIMILAR
APPROVED. SECURED WITH FULL
STONE BED ADHESIVE

ELEVATION

LEGEND	
	STEP 1 GRANITE
	STEP 2 GRANITE
	STEP 3 GRANITE
	PLATFORM GRANITE

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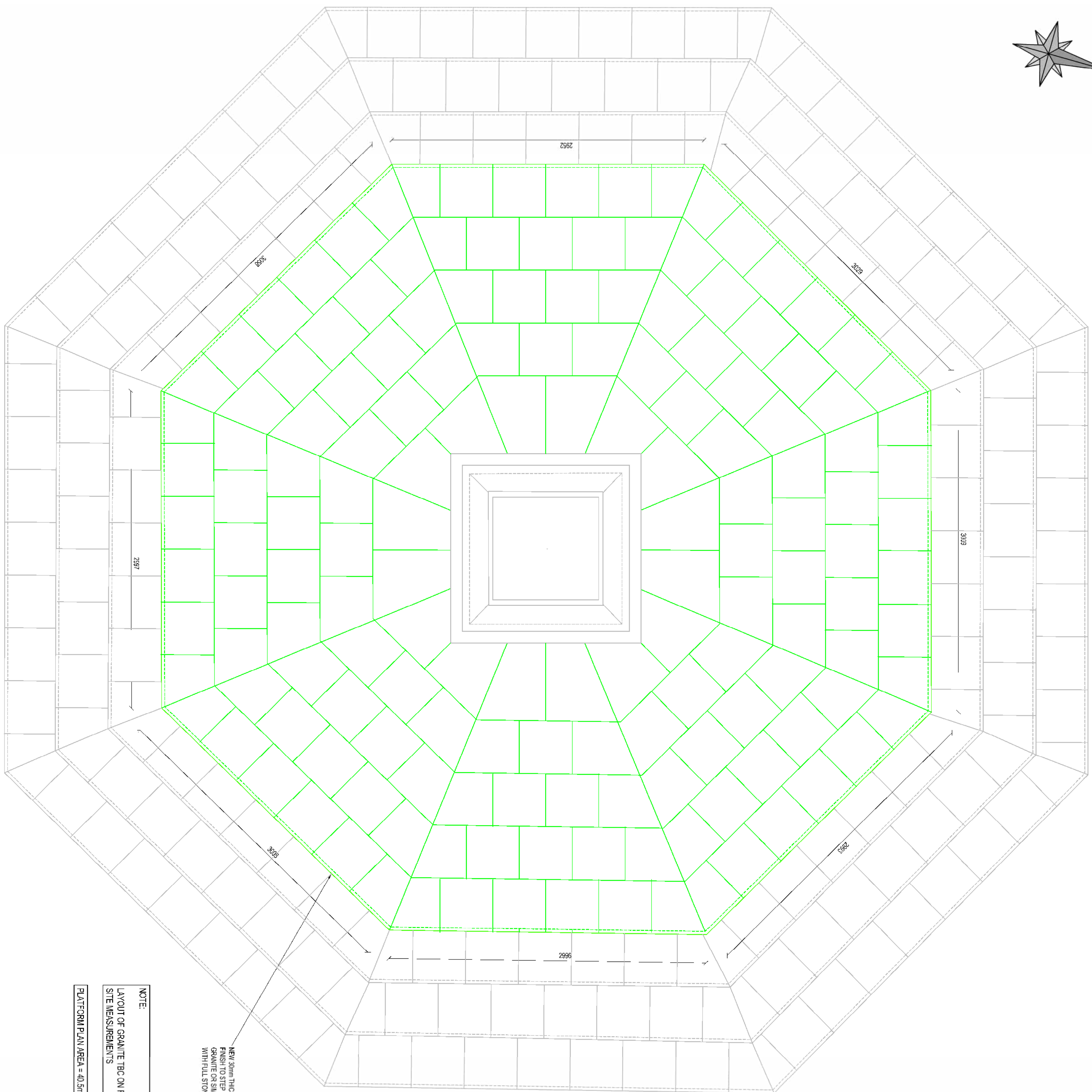
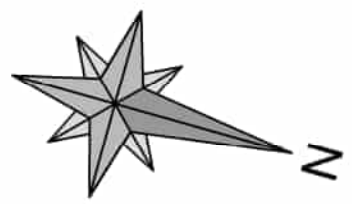


PROJECT
REHABILITATION OF
DUNCAN VILLAGE
MEMORIAL STATUE

TITLE
STEP 3 PLAN & SECTIONS
DRAWING SIZE
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DRAWING No
1002-1-T-8
REVISION
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LOCALITY PLAN - NTS



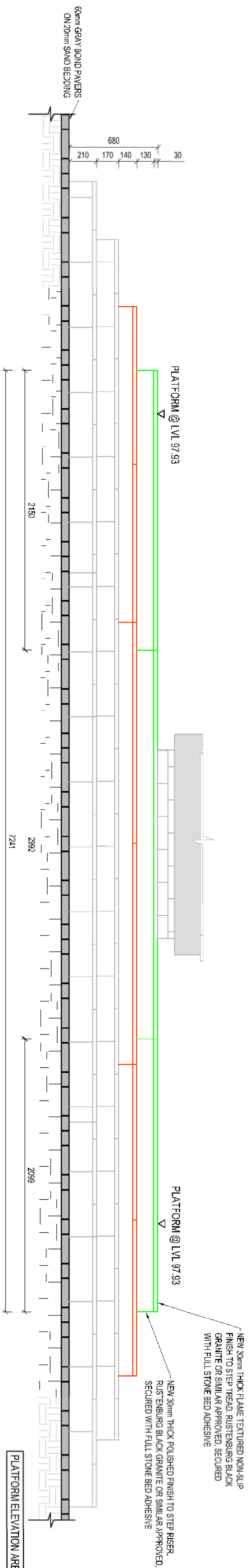
NEW 30mm THICK FLAME TEXTURED NON-SLIP FINISH TO STEP TREAD. RUSTENBURG BLACK GRANITE OR SIMILAR APPROVED. SECURED WITH FULL STONE BED ADHESIVE

NOTE:
LAYOUT OF GRANITE TBC ON FINAL
SITE MEASUREMENTS

PLATFORM PLAN AREA = 40.5m²

PLATFORM PLAN

SCALE 1:25



PLATFORM SOUTH ELEVATION

SCALE 1:25



LOCALITY PLAN - NTS

LEGEND	
	STEP 1 GRANITE
	STEP 2 GRANITE
	STEP 3 GRANITE
	PLATFORM GRANITE

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NO	DATE	DESCRIPTION		BY	



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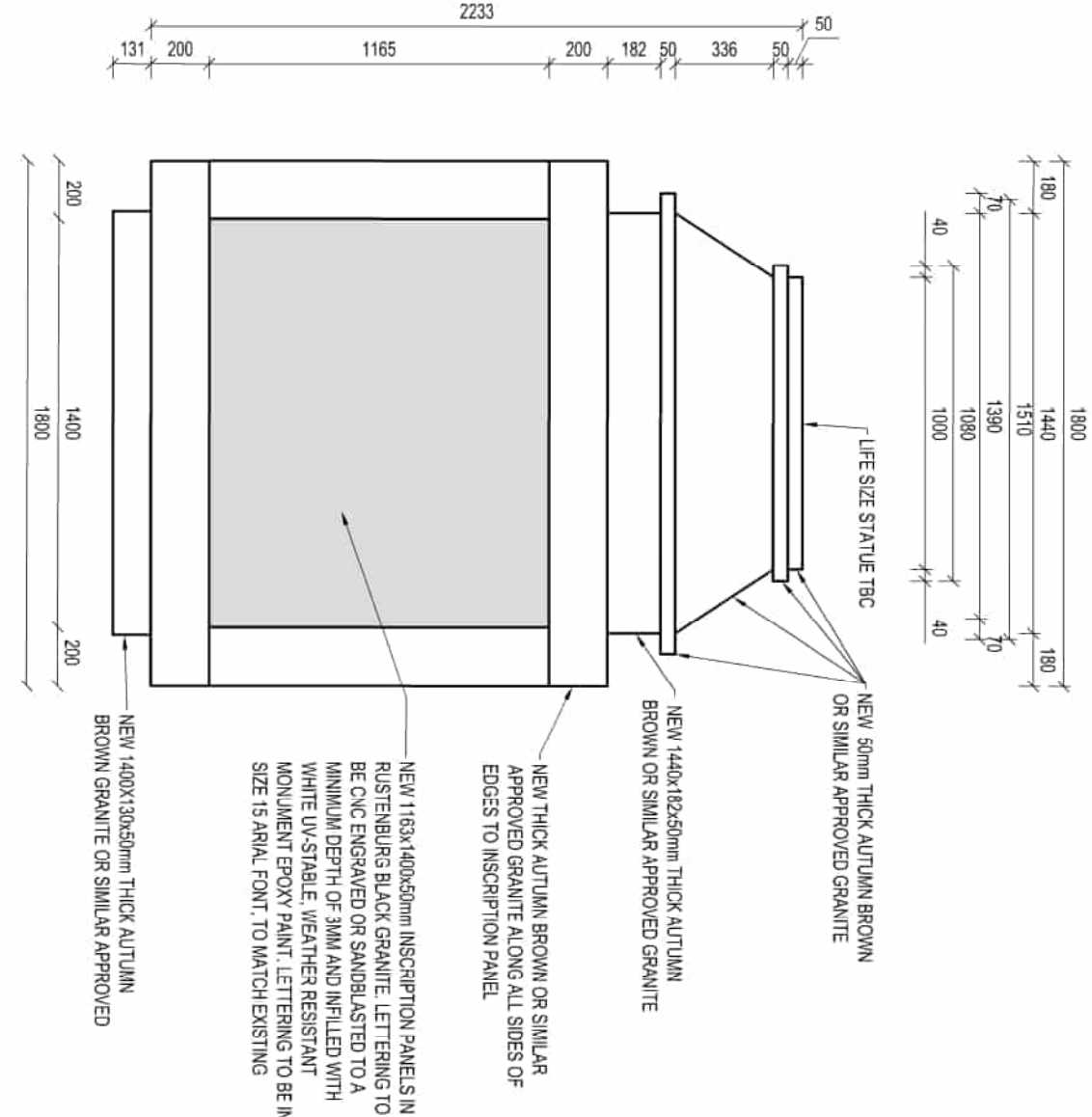
PROJECT

REHABILITATION OF
DUNCAN VILLAGE
MEMORIAL STATUE

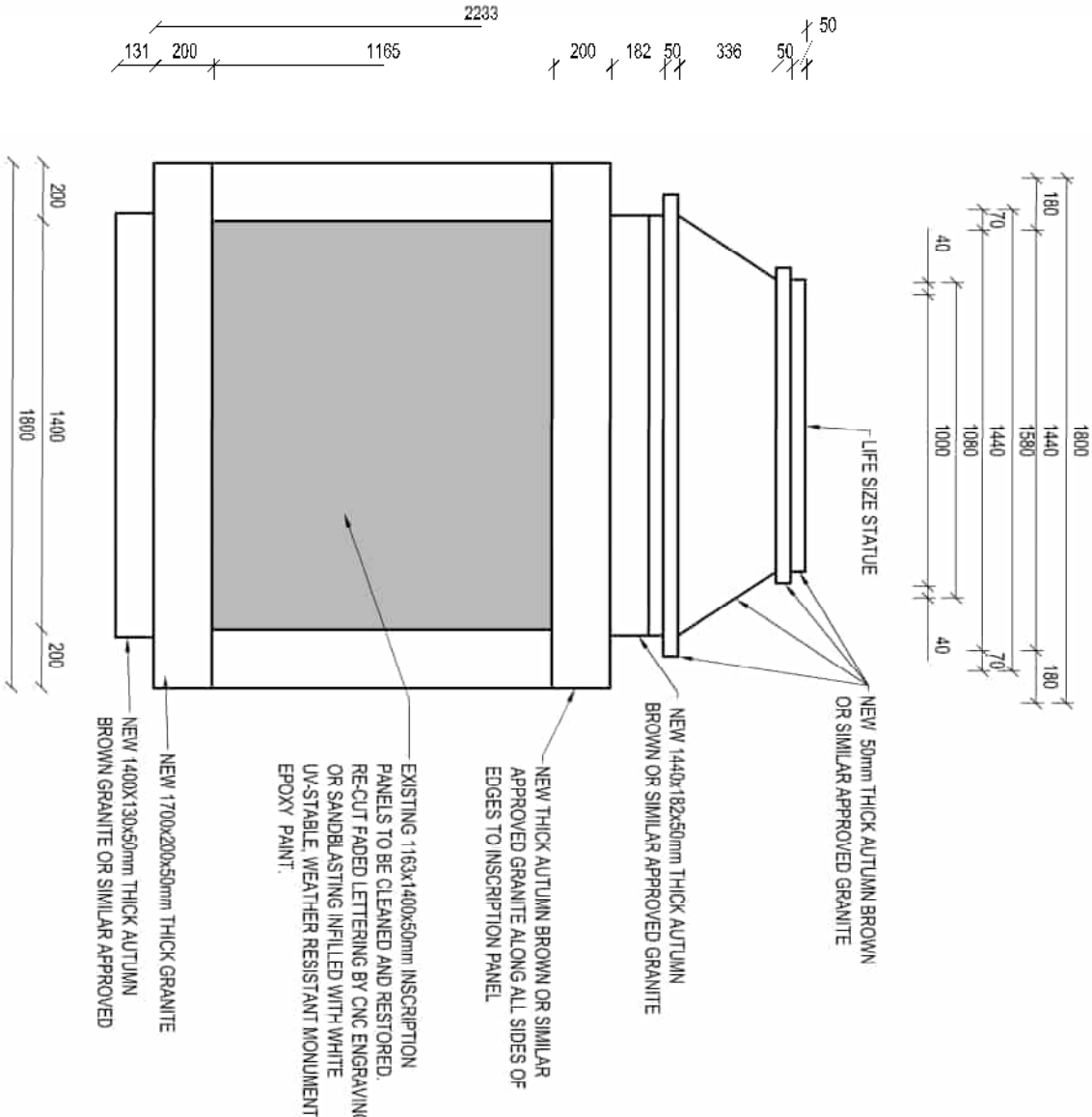
TITLE

PLATFORM PLAN & SECTIONS

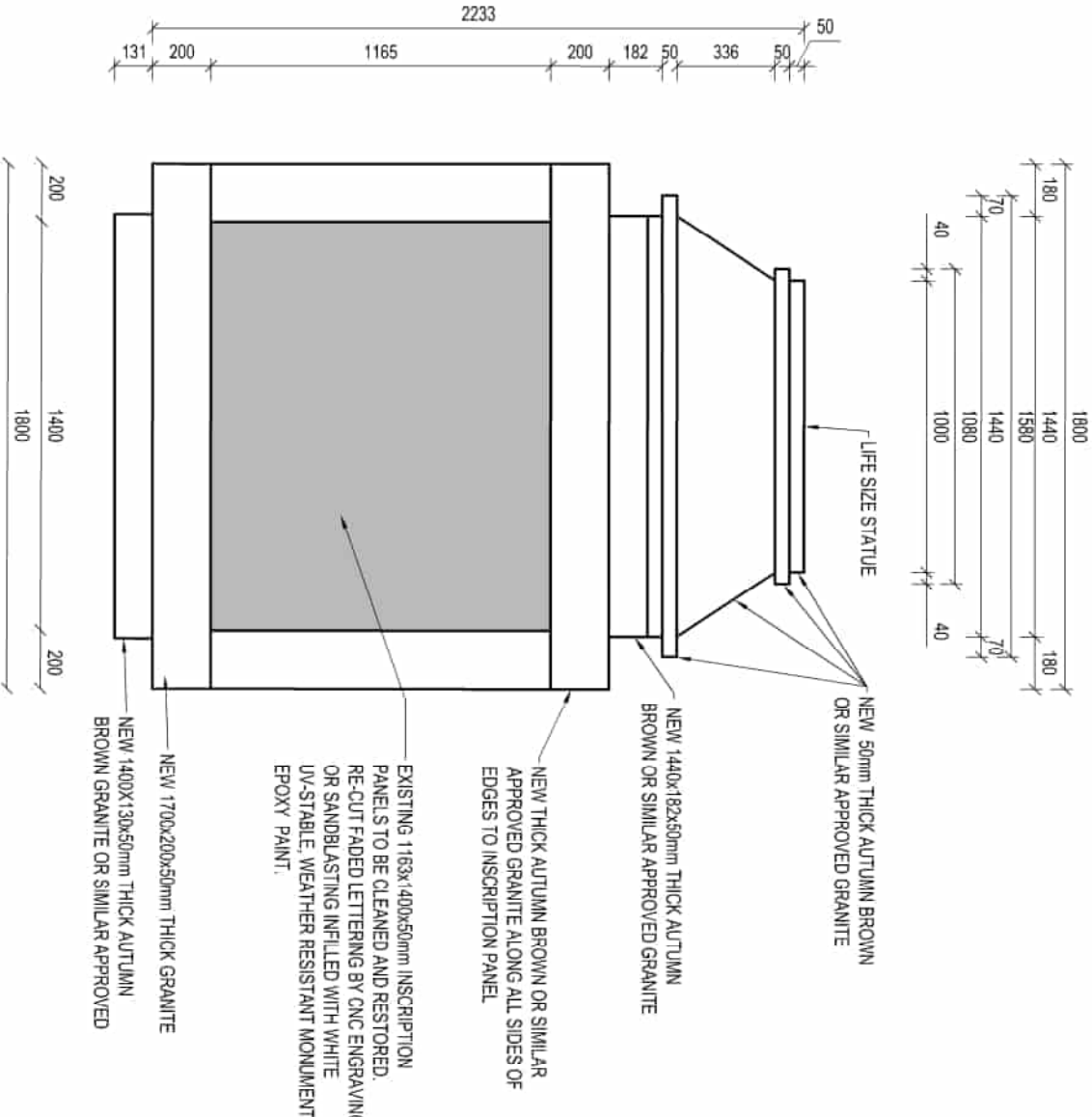
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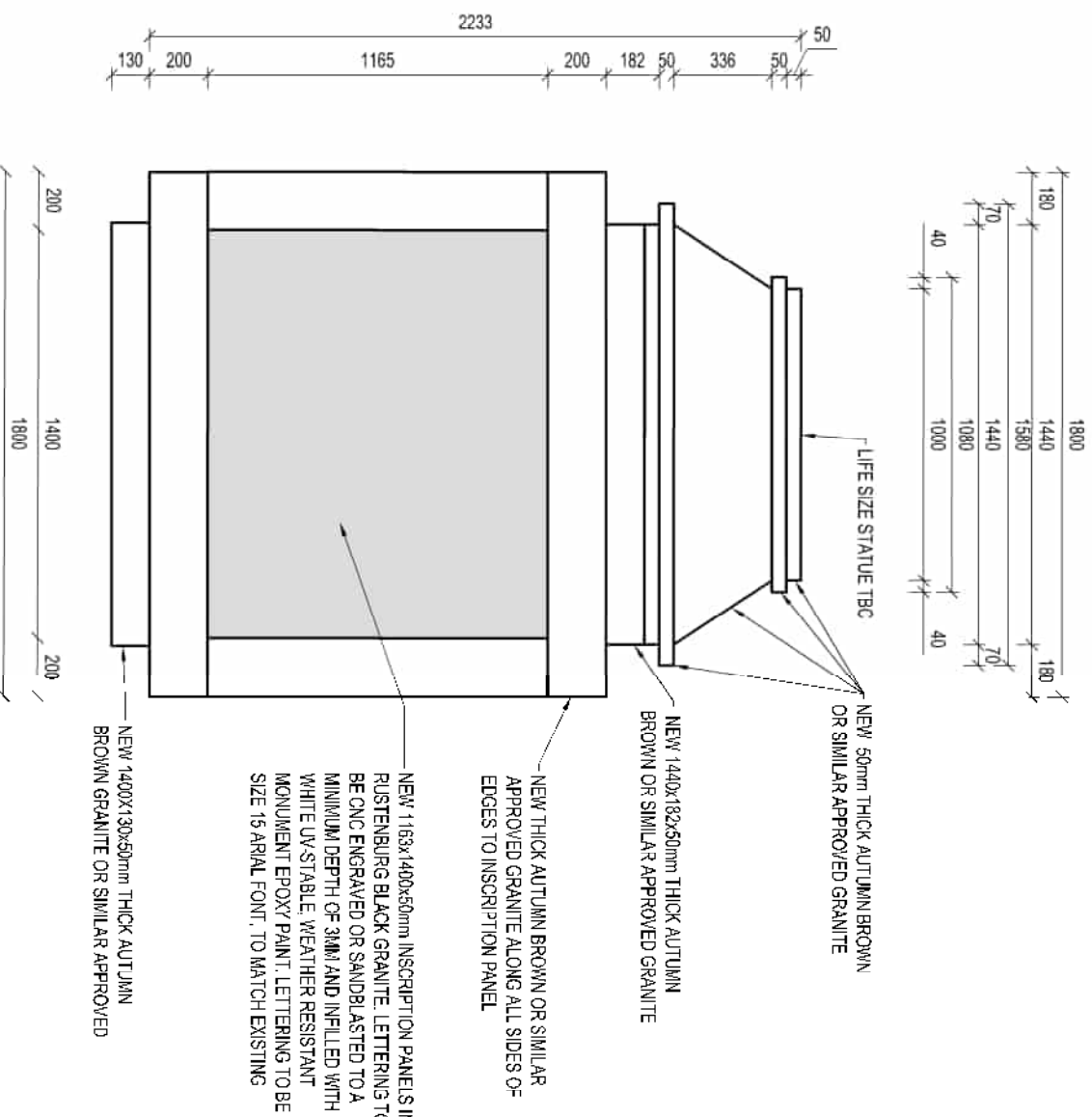
PLINTH NORTH ELEVATION
SCALE 1:25



PLINTH SOUTH ELEVATION
SCALE 1:25



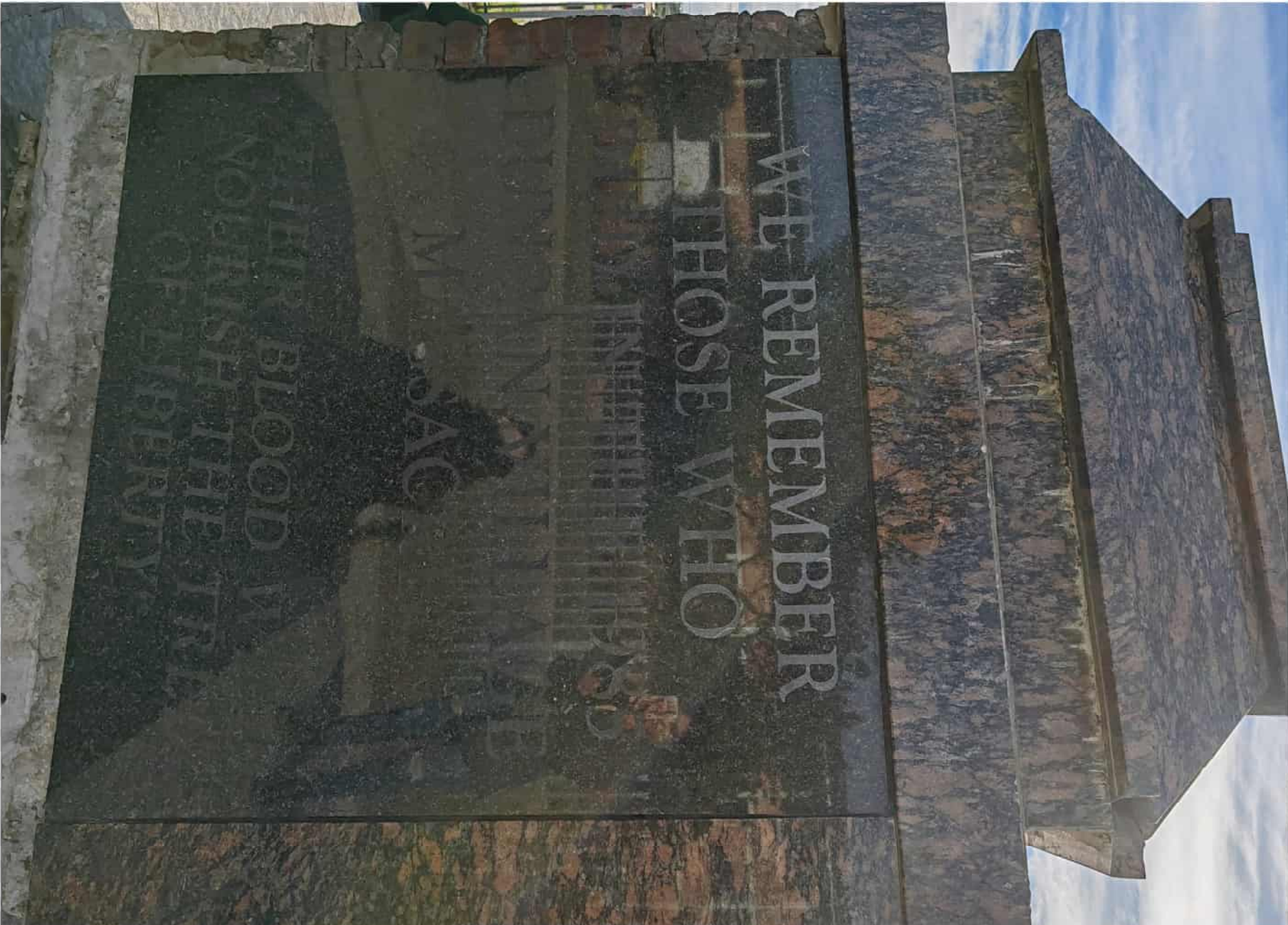
PLINTH WEST ELEVATION
SCALE 1:25



PLINTH EAST ELEVATION
SCALE 1:25



EXISTING PLINTH WEST ELEVATION



EXISTING PLINTH SOUTH ELEVATION



PROPOSED STATUE

NOTE:
FINAL DESIGN OF STATUE TBC WITH
STAKEHOLDER ENGAGEMENT

PROJECT		
REHABILITATION OF DUNCAN VILLAGE MEMORIAL STATUE		
TITLE		
PLINTH ELEVATIONS		
DRAWING SIZE	DRAWING NO	REVISION
A1	1002-1-T-11	~



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