



**DATE: 19<sup>TH</sup> NOVEMBER 2021**

**GAUTENG GROWTH AND DEVELOPMENT AGENCY**

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE  
REALIGNMENT & COMPLETION OF CONSTRUCTION WORKS  
REMAINING AT THE CHAMDOR AUTOMOTIVE TOWNSHIP HUB IN  
KRUGERSDORP**

**TENDER No: GGDA/07/2021-22/CHAMDOR**

**VOLUME 1 OF 3**

**TECHNICAL PROPOSAL**

**A Tender for Category 4GB PE or higher Registered Contractors**

<b>ISSUED BY:</b>	<b>EMPLOYER'S AGENT:</b>
<b>Gauteng Growth and Development Agency (GGDA)</b>  <b>124 Main Street, Marshalltown Johannesburg</b>  <b>Telephone: +27(0)10 001 9122</b>	<b>Mahlahla Advancement Dynamics</b>  <b>500 Lois Avenue Erasmuskloof Pretoria 0063 Guteng</b>  <b>Telephone Office: 082-228-4482</b>

**NAME OF THE TENDERER:** \_\_\_\_\_ :

**TEL NUMBER** \_\_\_\_\_ :

**FAX NUMBER** \_\_\_\_\_ :

# Contents

Number	Heading
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## The Tender

### Part T1: Tendering procedures

T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data

### Part T2: Returnable documents

T2.1	List of Returnable Documents
T2.2	Returnable Schedules
Form W	Local Content (SBD 6.2)

### Part C3: Scope of Work

C3.1	Description of the Works
C3.2	Engineering
C3.3	Procurement
C3.4	Construction
C3.5	Management of Works
C3.6	Occupational Health and Safety



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## **PART T1: TENDERING PROCEDURES**

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## **PART T1.1: TENDER NOTICE AND INVITATION TO TENDER**

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## T1.1: Tender Notice and Invitation to Tender

# APPOINTMENT OF A CONTRACTOR FOR THE REALIGNMENT OF CONSTRUCTION WORKS REMAINING AT THE CHAMDOR AUTOMOTIVETOWNSHIP HUB IN KRUGERSDORP

## Tender No. GGDA/07/2021-22/CHAMDOR

The Gauteng Growth And Development Agency (GGDA), part of the Gauteng Growth and Development Agency (GGDA) and acting as its development agent, hereby invites tenders for the **APPOINTMENT AS A CONTRACTOR FOR THE REALIGNMENT AND COMPLETION OF CONSTRUCTION WORKS REMAINING AT THE CHAMDOR AUTOMOTIVE TOWNSHIP HUB IN KRUGERSDORP.**

Contractors must have a CIDB contractor grading of **4GB PE or higher Registered Contractors.**

The bid documents are to be downloaded online for free on [www.ggda.co.za](http://www.ggda.co.za)

Supply Chain Management and Technical enquiries relating to the issuing of these documents must be addressed to the following email: [tenders@ggda.co.za](mailto:tenders@ggda.co.za), [Kqalaletsos@ggda.co.za](mailto:Kqalaletsos@ggda.co.za) and [Khutsor@ggda.co.za](mailto:Khutsor@ggda.co.za)

**THE CLOSING DATE** and time for submissions is on the **21<sup>st</sup> DECEMBER 2021 at 11h00** and are to be placed in the **GGDA Tender Box** at 15<sup>th</sup> Floor, 124 Main Street, Marshalltown, Johannesburg, 2107.

A **COMPULSORY BRIEFING SESSION** with the Employer and their representatives will be held on **29<sup>th</sup> November 2021 at 11h00** at the **Chamdor Training Centre, No 1 Jacobs Street, Krugersdorp, Gauteng Province.** All attendees must sign the attendance register and Form, failing which their relevant tenders will be deemed non-responsive. Parking will be provided on site.

**Note: Closing of the Briefing session register during the briefing meeting is to be after 30 minutes. The starting of the 30 minutes will be announced also at briefing session when the opening starts for circulation of the registers and SCM will keep the time.**

### The following prequalification criteria apply: -

- The tenderer must have minimum B-BBEE status level of contributor of Level 3;
- Sub-contracting: - The tenderer must sub-contract 30% of the contract value to designated enterprises, thus to either an Exempt Micro Enterprises (EMEs) or Qualifying Small Enterprise, meeting either or a combination of the following requirements:
  - an EME or QSE which is at least 51% owned by black people who are youth;
  - an EME or QSE which is at least 51% owned by black people who are women;
  - an EME or QSE which is at least 51% owned by black people with disabilities;
  - an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
  - an EME or QSE which is 51% owned by black people who are military veterans.

**NOTE :**

For sub-contracting - the bidder to provide the following supporting documents with the bid: -

- Sub-contracting agreement signed by both parties detailing work to be sub-contracted
  - CIPC certificate and CSD Number or CSD Report for the subcontractor
  - BBEEE Certificate/valid sworn affidavit and Tax e-filing SARS pin
  - GGDA reserves the right to request additional supporting document and to verify information submitted and should there be misrepresentation, the bidder will be disqualified.
  - *NB: Tenderers that do not meet the pre-qualification criteria as stipulated above will be disqualified from further evaluation.*
- o **NB:** GGDA reserves the right to verify the information provided and misrepresentation will result in the bidder been disqualified
- **NB:** A tender that fails to meet any of the above pre-qualifying criteria stipulated above is an unacceptable tender & will be disqualified.

The tender will be evaluated in terms of the 80/20 preferential points system in accordance with the Preferential Procurement Policy Framework Act No. 5 of 2000 (as amended) and also the PPPFA Regulations 2017 that became effective on the 1<sup>st</sup> April 2017. The evaluation will also be done in accordance to the Acquisition Management Directives of the GGDA, **JBCC Series 2000 Principal Building Agreement (Edition 6.2, Minor works) prepared by the Joint Building Contracts Committee, May 2018**, if applicable, any other Special Conditions of Contract.

Two (2) copies and the original tender documents must be placed in 2 sealed envelopes for the technical and financial offer separately and clearly marked Envelope A (Technical) and B (Financial) with Headings: **“APPOINTMENT AS A CONTRACTOR FOR THE REALIGNMENT AND COMPLETION OF CONSTRUCTION WORKS REMAINING AT THE CHAMDOR AUTOMOTIVE TOWNSHIP HUB IN KRUGERSDORP. (Tender No: GGDA/07/2021-22/CHAMDOR)”** and are to be placed in the **GGDA Tender Box** at 15<sup>th</sup> Floor, 124 Main Street, Marshalltown, Johannesburg, 2107.

**THE CLOSING DATE** and time for submissions is on the **21<sup>st</sup> DECEMBER 2021 at 11h00**, where after proposals will be publicly opened for those bidders present.

The compulsory site briefing is to be attended by a technical person as the clarification meeting will further elaborate on the tender requirements and scope of works.

Only one person may be authorised to sign on behalf of each company or tenderer. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Late and incomplete tenders will not be accepted. The only or lowest tender will not necessarily be accepted and the GGDA reserves the right to accept the whole or any portion of a tender, or not to make an appointment.

Tenders may only be submitted on the tender documentation that is issued. The retyping of the tender document is not permitted. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

No verbal and / or telephonic queries and clarifications will be accepted by the Agency and must instead be made in writing and will be responded to accordingly. The Agency reserves the right to circulate the questions and answers to all registered parties in the form of a tender bulletin.

All queries and clarifications are to be addressed to GGDA [tenders@ggda.co.za](mailto:tenders@ggda.co.za), [Kgalaletsos@ggda.co.za](mailto:Kgalaletsos@ggda.co.za) and [Khutsor@ggda.co.za](mailto:Khutsor@ggda.co.za) the tender reference number **GGDA/07/2021-22/2021CHAMDOR** must clearly be stated on the subject line. The cut-off date for such queries and clarifications will be close of business on **13<sup>th</sup> December 2021**

For further information please send email to [tenders@ggda.co.za](mailto:tenders@ggda.co.za); [Kgalaletsos@ggda.co.za](mailto:Kgalaletsos@ggda.co.za) and [Khutsor@ggda.co.za](mailto:Khutsor@ggda.co.za), and this will be the only means of communication between Bidders and the Employer (please quote reference number: **“GGDA/07/2021-22/CHAMDOR”** in the subject line).



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## PART T1.2: TENDER DATA

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## T1.2: Tender Data

The conditions of Tender are the **Standard Conditions of Tender** as contained in **Annexure F** of the CIDB Standard for Uniformity in Construction Procurement, as printed in the **Government Gazette No 38960** dated **10 July 2015**. The under mentioned items of data and deviations will have precedence over the Standard Conditions of Tender conditions in Annexure F.

A tender that fails to meet any of the conditions of the standard for uniformity will render the submission to is an unacceptable tender.

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

Clause number	Data
F.1.1 ACTIONS	Employer is: <b>Gauteng Growth And Development Agency (GGDA)</b> 124 Main Street Marshalltown Johannesburg
F.1.2 TENDER DOCUMENTS	<p>The Tender documents issued by the Employer comprise:</p> <p><b>THE TENDER</b></p> <p><b>Part T1 Tendering procedures</b> Part T1.1 Tender notice and invitation to Tender Part T1.2 Tender data</p> <p><b>Part T2 Returnable documents</b> Part T2.1 List of returnable documents Part T2.2 Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1 Agreements and contract data</b> C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Security C1.4 Agreement in Terms of the Occupation Health and Safety Act, 1993 C1.5 Adjudicator's Agreement C1.6 Waiver of Contractor's Lien</p> <p><b>Part C2 Pricing Data</b> C2.1 Pricing Instructions C2.2 Bills of Quantities</p> <p><b>Part C3 Scope of Works</b> C3.1 Scope of Works C3.2 Engineering C3.3 Procurement C3.4 Construction C3.5 Management of Works C3.6 Occupational Health and Safety</p>

Clause number	Data
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	The Employer's Agent is: Mahlahla Advancement Dynamics Address : 500 Lois Avenue Erasmuskloof Pretoria 0063
	<p>Only those Tenderers who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>4GB PE</b> class of construction work.</p> <p>Joint Ventures are eligible to submit Tenders provided that:</p> <ol style="list-style-type: none"> <li>(1) each member of the joint venture is registered with the CIDB,</li> <li>(2) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>4GB PE</b> class of construction work.</li> </ol>
F.2.7 BRIEFING/ CLARIFICATION MEETING	<p>The arrangements for a compulsory information session are:</p> <p><b><u>A Compulsory Briefing/Clarification</u></b> Meeting with representatives of the Employer will take place at the at the <b>Chamdor Training Centre, No 1 Jacobs Street, Krugersdorp, Gauteng Province., Gauteng Province</b></p> <p><b><u>Briefing Date &amp; Time:</u></b> 29th December 2021, starting at 11h00.</p>
F.2.12 ALTERNATIVE TENDER OFFERS	<p>Alternative Tender Offers will not be accepted.</p>
F.2.13.3 SUBMITTING A TENDER OFFER	<p>Two (2) copies and the original tender documents must be placed in 2 sealed envelopes for the technical and financial offer separately and clearly marked <b>Envelope A (Technical) and B (Financial)</b> with Headings: "Tender for the Appointment Of A Contractor For The Realignment &amp; completion of Construction Works Remaining At The Chamdor Automotive Township Hub In Krugersdorp (<b>Contract No: GGDA/07/2021-22/CHAMDOR</b>)"</p>
F.2.13.5 SUBMITTING A TENDER OFFER	<p>The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:</p> <p>Location of Tender box: Gauteng Growth and Development Agency (GGDA) Offices</p> <p><b>Physical address: GGDA Tender Box; 15<sup>th</sup> Floor, 124 Main St, Marshalltown, Johannesburg, 2107.</b></p> <p><b>Identification details: Contract Number: GGDA/07/2021-22/CHAMDOR</b></p>

Clause number	Data
	<b>Description of project: Tender for the Appointment Of A Contractor For The Realignment &amp; Completion Of Construction Works Remaining At The Chamdor Automotive Township Hub In Krugersdorp</b>
F.2.15 CLOSING TIME	<b>The tender will close at 11h00 on 21<sup>st</sup> DECEMBER 2021, the tender must be submitted , at Gauteng Growth andDevelopment Agency (GGDA), 15<sup>th</sup> Floor, 124 Main St, Marshalltown, Johannesburg, 2107</b> Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.
F.2.16 TENDER OFFER VALIDITY	The Tender offer validity period is <b>90 days</b> .
F.2.18 PROVIDE OTHER MATERIAL	Not Applicable.
F.2.19 INSPECTIONS, TESTS AND ANALYSIS	To be Advised before the award (if necessary).
F.2.23 CERTIFICATES	As per the Tender Returnable Schedules and Document
F.3.4 OPENING OF TENDER SUBMISSIONS	<b>The time and location for opening of the tender offers:</b> The time and place for the opening of valid tender submissions are stated in the Tender Notice and Invitation to Tender.
F.3.9 3.9.2 ARITHMETICAL ERRORS	The employer will correct the arithmetical errors in the following manner: a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. b) In the Bills of Quantities if there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. The tender offer will be rejected if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.11  
EVALUATION OF  
TENDER OFFERS

The preference procedure for evaluation of responsive Tender offers shall be the **80/20**-point preference system, being a maximum of 80 points for price and a maximum of 20 points for B-BBEE Status level of Contributor substantiated by the Broad-Based Black Economic Empowerment Status Level Certificate to be submitted in accordance with Regulation 10 of the Preferential Procurement Regulations, 2017 (As Amended). The procedure for the evaluation of responsive tenders will be Method 2 (Functionality, Price and Preferences).

The evaluation of the tender shall be conducted in five Stages:

- ✓ **Stage 1:** *Administrative / Mandatory/Statutory Compliance / Responsiveness Assessment*
- ✓ **Stage 2:** *Prequalification Assessment & Local content*
- ✓ **Stage 3:** *Functionality / Quality Evaluation (threshold)*
- ✓ **Stage 4:** *Financial Offer Evaluation (Formula)*
- ✓ **Stage 5:** *B-BBEE Rating Status Evaluation (80:20). Add the B-BBEE Rating Status Points & Financial Points to get the Final Points for award*

**Stage 1: Administrative / Mandatory/Statutory Compliance / Responsiveness Assessment**

- ✓ **Submission of Valid Returnable Documents**
  - *Registration on Central Supplier Database (CSD) with Active Status (bidder to submit MAAA....or CSD Report)*
  - *Registration with CIDB in the appropriate category with Active Status The tenderer must be a CIDB contractor grading of **4GB PE or higher** & must submit a valid CIDB Grading Certificate with their bid on closing date.*
  - *Bidder must have attended the briefing session (as per briefing register)*
- ✓ **Administrative Issues**
  - *Use of Correction Fluid in the Tender Document is not permitted*
  - *Erasable ink used must be signed off.*
  - *Printing and submission of the whole electronically issued Tender Document from Volume 1 of 3, Volume 2 of 3 and Volume 3 of 3*
  - *All documents that needs signatures to be fully completed & signed.*
  - *Retyping of the Tender Document or Sections thereof is not permitted*
- ✓ **Completeness of the Returnable Schedules and Documents**
  - *Audited Financial Statements for the previous 2 financial years*
  - *Original Bank rating letter, signed and stamped by the issuing institution (not older than 3 months to closing date of this tender)*
- ✓ **Signing of All Returnable Schedules where so indicated**

**Stage 2: Prequalification Assessment**

*The following prequalification criteria apply:*

- *The tenderer must have minimum B-BBEE status level of contributor of Level 3*
- *Sub-contracting: - The tenderer must sub-contract 30% of the contract value to designated enterprises, thus to either an Exempt Micro Enterprises (EMEs) or Qualifying Small Enterprise, meeting either or a combination of the following requirements:*
  - *an EME or QSE which is at least 51% owned by black people who are youth;*
  - *an EME or QSE which is at least 51% owned by black people who are women;*
  - *an EME or QSE which is at least 51% owned by black people with disabilities;*
  - *an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;*
  - *an EME or QSE which is 51% owned by black people who are military veterans.*

**NOTE :**

*For sub-contracting - the bidder to provide the following supporting documents with the bid: -*

- *Sub-contracting agreement signed by both parties detailing work to be sub-contracted*

- CIPC certificate and CSD Number or CSD Report for the subcontractor
- BBEEE Certificate/valid sworn affidavit and Tax e-filing SARS pin
- GGDA reserves the right to request additional supporting document and to verify information submitted and should there be misrepresentation, the bidder will be disqualified.

*NB: Tenderers that do not meet the pre-qualification criteria as stipulated above will be disqualified from further evaluation.*

**Stage 3: Functionality / Quality Evaluation**

- *The evaluation for functionality / quality will only be based on the information submitted by the tenderers. Please note that no preferences may be granted to incomplete claims for preferences.*
- *Score quality / functionality, rejecting all tender offers that fail to score the minimum number of points for quality / functionality stated in the Tender Data;*

The GGDA has the discretionary right to award the tender in whole or in part.

	Functionality / Quality Criteria	W		Total Point
	<b>Experience of the Tendering Entity</b>  <b>Similar Building Work done at 4GB PE or higher - work carried out by the tendering entity on Final completion in the last 5 years</b> <ul style="list-style-type: none"> <li>○ 5 x Final Completion Certificate (10 points)</li> <li>○ 4 x Final Completion Certificate (8 points)</li> <li>○ 3 x Final Completion Certificate (6 points)</li> <li>○ 2 x Final Completion Certificate (4 points)</li> <li>○ 1 x Final Completion Certificate (2 points)</li> <li>○ No Final Completion Certificate (0 Points)</li> </ul>	10	<b>Bidder to submit Final Completion Certificate</b>	
	<b>Reference by way of letters issued by previous / current clients of the tendering entity for work done in the last 5 years</b> <ul style="list-style-type: none"> <li>○ 5 x Reference Forms from Previous / Current Clients (10 points)</li> <li>○ 4 x Reference Forms from Previous / Current Clients (8points)</li> <li>○ 3 x Reference Forms from Previous / Current Clients (6 points)</li> <li>○ 2 x Reference Forms from Previous / Current Clients (4 points)</li> <li>○ 1 x Reference Forms from Previous / Current Client (2 points)</li> <li>○ No Reference Forms (0 Points)</li> </ul>	10	<b>Reference letter on client letterhead signed by an authorized person &amp; dated with contactable details, summary of completed relevant project/projects and the value of similar to the scope of this tender.</b>	
	<b>Experience of the Contracts Manager – Number of years on similar Building Works of 4GB PE or higher similar size of projects:</b> <ul style="list-style-type: none"> <li>○ 7 Years or more (10 Points)</li> <li>○ 5 to 6 Years (8 Points)</li> <li>○ 3 to 4 Years (6 Points)</li> <li>○ 2 Years (4 Points)</li> <li>○ 1 Year (2 Points)</li> <li>○ Below 1 Year (0 Points)</li> </ul>	10	<b>Attach CVs including number of years; professional qualifications, professional registration;</b>  <b>Bidders to include list of similar building works of 4GB PE or higher with contactable details</b>	

<p><b>Experience of the General Foreman – Number of years on similar Building Works of 4GB PE or higher similar size of projects:</b></p> <ul style="list-style-type: none"> <li>○ 7 Years or more (5 Points)</li> <li>○ 5 to 6 Years (4 Points)</li> <li>○ 3 to 4 Years (3 Points)</li> <li>○ 2 Years (2 Points)</li> <li>○ 1 Year (1 Points)</li> <li>○ Below 1 Year (0 Points)</li> </ul>	<b>5</b>	<p><b>Attach CVs including number of years; professional qualifications, professional registration</b></p> <p><b>Bidders to include list of similar building works of 4GB PE with contactable details</b></p>	
<p><b>Experience of the OHS Manager – Number of years on similar Building Works of 4GB PE or higher similar size of projects:</b></p> <ul style="list-style-type: none"> <li>○ 7 Years or more (5 Points)</li> <li>○ 5 to 6 Years (4 Points)</li> <li>○ 3 to 4 Years (3 Points)</li> <li>○ 2 Years (2 Points)</li> <li>○ 1 Year (1 Points)</li> <li>○ Below 1 Year (0 Points)</li> </ul>	<b>5</b>	<p><b>Attach CVs including number of years; professional qualifications, professional registration</b></p> <p><b>Bidders to include list of similar building works of 4GB PE with contactable details</b></p>	
<p><b>Individual value of projects handled by the Key Personnel on a Building Works project of 4GB PE or higher nature, as listed below: -</b></p>			
<p><b>Contracts Manager:</b></p> <ul style="list-style-type: none"> <li>○ Above R10 million (5.0 Points)</li> <li>○ R6 million to R10 million = (4.0 Points)</li> <li>○ R3 million to R6 million = (3.0 Points)</li> <li>○ R1 million to R3 million = (2.0 Points)</li> <li>○ Below R1 million = (1.0 Points)</li> </ul>	<b>5</b>	<p><b>Reference letter on client letterhead signed by an authorized person &amp; dated with contactable details, summary of completed relevant project/projects and the value of similar to the scope of this tender.</b></p>	
<p><b>Construction Manager   Site Agent:</b></p> <ul style="list-style-type: none"> <li>○ Above R10 million (5.0 Points)</li> <li>○ R6 million to R10m (4.0 Points)</li> <li>○ R3 million to R6 m (3.0 Points)</li> <li>○ R1 million to R3 m (2.0 Points).</li> <li>○ Below R1 million (1.0 Points)</li> </ul>	<b>5</b>		
<p><b>Quantity Surveyor:</b></p> <ul style="list-style-type: none"> <li>○ Above R10m (5.0 Points)</li> <li>○ R6 million to R10m (4.0 Points)</li> <li>○ R3 million to R6m (3.0 Points)</li> <li>○ R1 million to R3m (2.0 Points).</li> <li>○ Below R1m (1.0 Points)</li> </ul>	<b>5</b>		
<p><b>General Foreman:</b></p> <ul style="list-style-type: none"> <li>○ Above R10m (5.0 Points)</li> <li>○ R6 million to R10m (4.0 Points)</li> <li>○ R3 million to R6m (3.0 Points)</li> <li>○ R1 million to R3m (2.0 Points)</li> <li>○ Below R1 million (1.0 Points)</li> </ul>	<b>5</b>		
<p><b>Building Services Manager:</b></p> <ul style="list-style-type: none"> <li>➤ Above R10 million (5.0 Points)</li> <li>➤ R6 million to R10m (4.0 Points)</li> <li>➤ R3 million to R6m (3.0 Points)</li> <li>➤ R1 million to R3m (2.0 Points)</li> <li>➤ Below R1 million (1.0 Points)</li> </ul>	<b>5</b>		



**Capacity of the Tendering Entity**

15

➤ **Plant and Equipment**

- Ownership of all the required Equipment **(15 points)**
- Intends Leasing some of the required Equipment **(10 points)**
- Intends Leasing all the required Equipment **(5 points)**
- Does not have any of the required equipment **(0 points)**

NB: Bidders must provide Proof of Ownership or Letter of Intent from Plant Hire company to lease the equipment

**Bidders must provide Proof of Ownership or Letter of Intent from Plant Hire company to lease the equipment**

**List provided on form x is a minimum guide – bidder to provide all equipment to execute the work**

**Execution Plan / Methodology by the Tendering Entity**

10

➤ **Programme of Work**

- Task List Shows Full Scope of all Works within the required timeframe = **(10 points)**
- Duration for each task = **(6 points)**
- Linkage between tasks and sequencing thereof = **(3 points)**

➤ **Quality Control**

Quality Control Practices and Procedures Must Include Quality Management that is project/site specific = **(5 Points)**

- Program (procedures, approval Document control etc)
- Pre-Construction (material, testing, sample test/approval etc)
- Construction (Defects, inspection, conformance, documentation)
- Close out (As built, manuals, training etc)
- Post Construction (QC dossier, warranties etc)

5

- **Comprehensive proposal submitted addressing all the requirements as per tender scope.**
- **Detailed Programme with full demonstration of technical capacity to strictly deliver the project within the stipulated timeframe.**
- **Detailed Organogram including names of all project resources**
- **No part points will be giving for the programme of works. If the programme does not include timeframes, resources and full scope of works no points will be allocated.**
- **The Quality, H&S and Environmental plans should be specific to the nature of works of this project.**

<p><b>Financial Standing of the Tendering Entity</b></p> <p>Bank rating letter stamped within 3 months of the closing date of this tender and signed by the issuing institution, and supporting audited financial statements for the past 3 years, or since the date of establishment during the past 3 years: -</p> <ul style="list-style-type: none"> <li>○ Bank Code B = (5points)</li> <li>○ Bank Code C = (3points)</li> <li>○ No Bank Code = (0points)</li> </ul>	5	<p><b>Original Stamped Bank letter stating Financial standing and Bank code</b></p>	
<b>Total Functionality / Quality</b>	<b>100</b>		
<p>The minimum threshold for the functionality evaluation is <b>70 points</b>. The Tenderers that do not meet this minimum threshold will not proceed to the next stage of evaluation of the tender.</p> <p><b>Stage 4: Process for the calculation of preference points</b></p> <p><b>All bidders who achieved the minimum total point scored on functionality of 70 points and above will be evaluated on Price &amp; BBEE</b></p> <p><b>BBEE &amp; Price will be evaluated according to the preference point system of 80/20 as outlined below.</b></p>			
<b>B-BBEE</b>	<b>Weight = 20 points if less than R50mil</b>		
<b>BBEE Status Level of Contributor</b>	<b>Number of Points</b>		
<b>1</b>	<b>20</b>		
<b>2</b>	<b>18</b>		
<b>3</b>	<b>14</b>		
<b>Below 3</b>	<b>0</b>		
<b>PRICE</b>	<b>= 80 points if less than R50 000 000</b>		
<b>TOTAL BBEE &amp; PRICE</b>	<b>100</b>		

**THE PREFERENCE POINT SYSTEM AND B-BBEE STATUS LEVEL CERTIFICATION REQUIREMENTS AS PER THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO.5 OF 2000), INCLUDING PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

- Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes original and valid B-BBEE Status Level Verification SANAS accredited or certified copies thereof together with their tenders or price quotations, to substantiate their B-BBEE rating claims.
- NB: A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification SANAS accredited for every separate tender.

**VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES**

- Verification agencies accredited by SANAS
  - These certificates are identifiable by a SANAS logo and a unique BV number.
  - Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on [http://www.sanas.co.za/directory/bbee\\_default.php](http://www.sanas.co.za/directory/bbee_default.php)
  - The relevant BVA may be contacted to confirm whether such a certificate is valid.
- As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:
  - ✓ The name and physical location of the measured entity;
  - ✓ The registration number and, where applicable, the VAT number of the measured entity;
  - ✓ The date of issue and date of expiry;
  - ✓ The certificate number for identification and reference;
  - ✓ The scorecard that was used (for example QSE, Specialized or Generic);
  - ✓ The name and / or logo of the Verification Agency;
  - ✓ The SANAS logo;
  - ✓ The certificate must be signed by the authorized person

**VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs**

	<ul style="list-style-type: none"> <li>• In terms of the Generic Codes of Good Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME.</li> <li>• An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.</li> <li>• An EME automatically qualifies as a level 4 contributor with B-BBEE recognition level of 100% in terms of the Codes of Good Practice.</li> <li>• An EME with at least 51% black ownership qualifies as Level 2 Contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.</li> <li>• An EME with 100% black ownership qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.</li> <li>• An EME that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as Level 1 contributor with B-BBEE level of 135% in terms of Codes of Good Practice.</li> <li>• An EME that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% interms of the Codes of Good Practice.</li> </ul> <p><b>ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)</b></p> <ul style="list-style-type: none"> <li>• The Codes define a QSE as any enterprise with annual total revenue of between R10 million and R50 million.</li> <li>• A QSE is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.</li> <li>• A QSE with at least 51% black ownership qualifies as a Level 2 contributor.</li> <li>• A QSE with 100% black ownership qualifies as a Level 1 Contributor.</li> <li>• A QSE that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with B-BBEE level of 135% interms of the Codes of Good Practice.</li> <li>• A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% interms of the Codes of Good Practice</li> </ul>
<p>F.3.13.1 ACCEPTANCE OF TENDER OFFER</p>	<p>Tenders containing any one or more of the errors or omissions, or tenders not having complied with any one of the peremptory tender conditions as detailed in this tender document, shall not be considered and shall automatically be rejected. <b>C1.1</b> and <b>C.1.2</b> MUST be fully completed and signed, failure to do this will get the tender to be disqualified.</p>

<p>F.3.18 PROVIDE COPIES OF THE CONTRACTS</p>	<p>The number of paper copies of the signed contract to be provided by the Employer is <b>Three (3)</b>.</p>
<p>ADDITIONAL CONDITIONS APPLICABLE TO THIS TENDER</p>	<p>The additional conditions of tender are:-</p> <ol style="list-style-type: none"> <li>1 The Principal Agent may also request that the tenderer provide written evidence that his financial, labour and other resources are adequate for carrying out the contract.</li> <li>2 The Employer reserves the right to appoint a firm of Chartered Accountants and auditors and/or execute any other financial investigations on the financial resources of any tenderer. The tenderer shall provide all reasonable assistance in such investigations.</li> <li>3 The tender document shall be printed in full as available on the download and submitted complete in the correct order of the section.</li> <li>4 <b>List of returnable documents (PART T2) must be completed in full</b> (A tenderer's company profile <b>will not</b> be used by the Gauteng Growth And Development Agency (GGDA) to complete PART T2 on behalf of the tenderer)</li> </ol> <p><b>NB: If PART T2 is not completed in full by the Tenderer, their offer will be rejected.</b></p>

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## **PART T2: RETURNABLE DOCUMENTS**

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# LIST OF RETURNABLE DOCUMENTS

THE TENDERER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THIS TENDER. IF THE DOCUMENTS ARE NOT INCLUDED IN THE DOCUMENT, THE GAUTENG GROWTH AND DEVELOPMENT AGENCY (GGDA) WILL NOT CONSIDER THIS TENDER.

Clause referred to in Standard Conditions of Tender	Document
F.2.1	<p>Tenderers shall provide their CRS Number of registered Contractor as well as JV Partner*. CRS Number of Tenderers or JV Partners must be filled in below:</p> <p><b>NB: In cases where a bidder intends to form a Joint Venture, the CRS number/s must be filled in below i.e. the Lead partner and Joint Venture partner/s:</b></p> <p><b><u>Tenderer/Leading JV Partner</u></b></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><b><u>JV Partner</u></b></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><b><u>JV Partner</u></b></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p>All contractors, even tendering in JV, must be registered with CIDB. The lead Partner must have Category <b>8GB PE</b> or <b>HIGHER</b> Contractor</p> <p><b>*NB:</b> Recent printout from CIDB website indicating the CRS number will also be accepted.</p>
F.2.7	Attendance of the Compulsory briefing session and submission of the signed Form K as stipulated.
F.2.10	Form of Offer must be completed and signed by duly authorised person.
F.2.11	<p>Tampering with or taking apart the bound document is strictly prohibited. All additional documentation must be stapled into the tender document or attached in a separate file.</p> <p>Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product.</p> <p>In the event of mistakes having been made on <b>Form of Offer</b> it must be crossed out in ink and be accompanied by an initial at each and every price alteration.</p>
F.2.13.4	Authority of Signatory to sign the Form of Offer and where required in tender document (See Form D).
F.2.28	Bidders must ensure compliance with their tax obligations.

Tender

Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.

Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za).

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

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

A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.

Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.



- SECTION T2.2.1: FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS**
- SECTION T2.2.2: FORM B: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017(SBD 6.1)**
- SECTION T2.2.3: FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS**
- SECTION T2.2.4: FORM D: AUTHORITY OF SIGNATORY**
- SECTION T2.2.5: FORM E: STATUS OF CONCERN SUBMITTING TENDER**
- SECTION T2.2.6: FORM F: DECLARATION OF INTEREST (SBD 4)**
- SECTION T2.2.7: FORM G: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)**
- SECTION T2.2.8: FORM H: CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD9)**
- SECTION T2.2.9: FORM I: SCHEDULE OF PLANT AND EQUIPMENT**
- SECTION T2.2.10: FORM J: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER**
- SECTION T2.2.11: FORM K: CERTIFICATE OF TENDERER'S COMPULSORY SITE CLARIFICATION MEETING ATTENDANCE**
- SECTION T2.2.12: FORM L: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF**
- SECTION T2.2.13: FORM N: COMPLIANCE WITH OHSA (ACT 85 OF 1993)**
- SECTION T2.2.14: FORM O: CSD SUPPLIER `VALID TAX CLEARANCE CERTIFICATE**
- SECTION T2.2.15: FORM P: PRELIMINARY PROGRAMME**
- SECTION T2.2.16: FORM Q: ESTIMATED MONTHLY EXPENDITURE**
- SECTION T2.2.17: FORM R: ALTERATIONS BY TENDERER**
- SECTION T2.2.18: FORM U: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)**
- SECTION T2.2.19: FORM V: LOCAL CONTENT DECLARATION**
- SECTION T2.2.20: FORM W: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)**

# RETURNABLE SCHEDULES

**FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS  
(SUBCONTRACTING PERCENTAGE)**

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

	Name of Subcontractor	Percentage of Work to be subcontracted
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
<b>Percentage of Total Amount of Subcontracted Works</b>		

Note: ***Tenderer to provide a signed copy of the fully completed JBCC Subcontract agreement (Ed 6.1) between both parties***

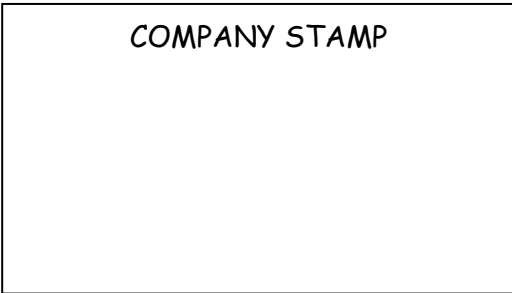
If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of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

.....  
Signature

.....  
Date

.....  
Name of Bidder

.....  
Position of Signatory





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## **PART T2.1: LIST OF RETURNABLE DOCUMENTS**

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**T2.1: List of Returnable Documents**

**FORM B: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017 (SBD 6.1)**

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

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

## 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{\min}$  = Price of lowest acceptable tender.

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	20
2	18
3	14
4	12



5	8
6	6
7	4
8	2
Non Compliant	0

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor. = .....(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Refer to Form A

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

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

DATE: .....

ADDRESS .....

.....

.....

WITNESSES

1. ....

2. ....

**FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

Date		Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		

**Attach additional pages if more space is required.**

Signature of person authorised to sign the tender: .....

Date: .....

**FORM D: AUTHORITY OF SIGNATORY**

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

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

**ΕΨΖ ΧΟΝΣΤΡΥΧΤΙΟΝ (Pty) Ltd**

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

has been duly authorised to sign all documents in connection with Contract no CON 0005, and any contract which may arise therefrom, on behalf of ΕΨΖ Χονστρυχτιον (ΠΤΨ) Λτ

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

IN HIS CAPACITY AS: Managing Director

DATE: 20 May 2000

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

As witnesses:

1. ....

2. ....

Signature of person authorised to sign the tender: .....

Date: .....

**FORM E: STATUS OF CONCERN SUBMITTING TENDER**

**1. GENERAL**

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

Company       Closed Corporation       Partnership   
One-man concern       Joint Venture

**2. INFORMATION TO BE PROVIDED**

(Block letters)

**2.1 If the tenderer is a Company:**

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

**2.2 If the tenderer is a Closed Corporation:**

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

**2.3 If the tenderer is a Partnership:**

List the partners.

**2.4 If the tenderer is a One-man concern:**

Provide the full name and ID number of the person.

**2.5 If the tenderer is a Joint Venture:**

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

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

Yes  / No       Registration no.: .....

Signature of person authorised to sign the tender: .....

Date: .....

**FORM F: DECLARATION OF INTEREST (SBD 4)**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes 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, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

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

2.7.1 If so, furnish the following particulars:

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

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

<sup>1</sup> "State" means –

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

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

.....  
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

.....  
 Name of Bidder

.....  
 Position of Bidder



**FORM G: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)**

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

Item	Question	Yes	No
4.1	Is the bidder any of its directors listed on the National Treasury's database as a company or persons prohibited from doing business with the public sector? <b>(Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars: ..... ..... ..... .....		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012)3265445</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars: ..... ..... ..... .....		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

### CERTIFICATION

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

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

.....  
**Signature**

.....  
**Date**

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

.....  
**Position of Bidder**

## FORM H: CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

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

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

.....  
(Bid Number and Description)

in response to the invitation for the bid made by:

.....  
.....  
(Name of Institution)

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

I certify, on behalf of .....that:  
(Name of Bidder)

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

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
**Signature**

.....  
**Date**

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

.....  
**Position of Signatory**

**FORM I: SCHEDULE OF PLANT AND EQUIPMENT**

The following is a list of minimum identified relevant equipment that are required for the contract, but list not complete. **The tenderer to complete the list with all required equipment to complete work.**

The tenderer should then indicate the quantities of the major plant they will require and furthermore include the use of this equipment in the Method Statement

Proof of ownership to submitted with the bid if owned. However, if equipment is to be leased then the lease company should state on their letterhead that the equipment will be available to the tenderer for the duration of the contract, citing the contract number on such communication which is to be submitted with the bid. Tenderers to list any other equipment they deemed necessary and comply with the conditions stated above with regards to ownership or lease.

Quantity	Owned (O) or Leased (L)	Description
		Roof access scaffolding
		Scissor lift
		Welders
		Air compressors
		Steel Rollers
		Power tools

Attach additional pages if more space is required.

Signature of person authorised to sign the tender: .....

Date: .....

**FORM J: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER**

The tenderer shall list 5 relevant similar Building Works Projects to the scope of works defined in this document in the spaces provided below completed in the last five years.

**THE BIDDER MUST ATTACH A FINAL COMPLETION CERTIFICATE AND SIGNED FINAL ACCOUNT STATEMENT OF COMPLETION PER PROJECT (SCORES ALLOCATED FOR PROJECTS WITH BOTH THE REQUIRED DOCUMENTS). THE CONTRACTS LISTED BELOW WILL BE THE ONES USED IN SCORING FOR TECHNICAL EVALUATION.**

**THE CONTACT PERSON PROVIDED BELOW MUST BE THE SAME CONTACT PERSON REFERENCED IN FORM U**

Employer (Company Name, Tel No)	Project Name and Employer Number	Project Manager   Principal Agent (Name, Tel No & Email)	Nature of Work Example school, factory, multi-story building etc	Final Account Amount	Date of Final Completion

Signature of person authorised to sign the tender: .....

Date: .....

**FORM K: CERTIFICATE OF TENDERER'S COMPULSORY SITE CLARIFICATION  
MEETING ATTENDANCE**

This is to certify that I,..... ID No.....

Representative of (Tenderer's Name as it will appear on the Form of Offer).....

Of (address) .....  
.....

Attended the meeting and subsequently visited the site of the works in the company of the Employer and the Principal Agent on the .....day of.....201.....

Signature (Tenderer's Representative) .....

**DETAILS OF TENDERER'S CONTACT PERSON TO BE USED FOR COMMUNICATION OF THIS TENDER**

Name of contact person:.....

Title of contact person:.....

Email of contact person (IN CAPITAL LETTERS):.....

---

Name: .....Signature (Principal Agent) .....

Name: .....Signature (Employer's Project Manager) .....



**FORM L: KEY-PERSONNEL / SUPERVISORY AND MANAGEMENT STAFF**

The Tenderer shall, submit the names of all management and supervisory staff that will be employed to supervise Contract. **Please attach CV's and certified copy of qualification of the proposed key personnel.** The Tenderer shall also include an organogram of the project team and the company structure.

1. Position	Contracts Manager
Name ((attach an ID copy certified in the last 3 months before date of tender submission)	
Indicate academic and professional qualifications (attach a copy of certificate certified in the last 3 months before date of tender submission)	
State NQF Level (Minimum of NQF level 6)	
Attach Detailed CV (signed by the named party and dated not more than 3 months from date of submission)	
Indicate Years of Experience as a Contracts Manager	
<p>List of relevant Building Works projects worked on as a <b>Contracts Manager</b> in the last five years – stating the <b>Final Account Amount</b> and <b>Date of Practical Completion</b></p>	
<b>Signed and dated by the named resource:</b>	

<b>2. Position</b>	<b>Construction Manager   Site Agent</b>
Name ((attach an ID copy certified in the last 3 months before date of tender submission)	
Indicate academic and professional qualifications (attach a copy of certificate certified in the last 3 months before date of tender submission)	
State NQF Level (Minimum of NQF level 6)	
Attach Detailed CV (signed by the named party and dated not more than 3 months from date of submission)	
Indicate Years of Experience as a <b>Construction Manager   Site Agent</b>	
List of relevant Building Works projects worked on as a <b>Construction Manager   Site Agent in the last five years – stating the Final Account Amount and Date of Practical Completion</b>	
<b>Signed and dated by the named resource:</b>	

3. Position	OHS Manager
Name ((attach an ID copy certified in the last 3 months before date of tender submission)	
Indicate academic and professional qualifications (attach a copy of certificate certified in the last 3 months before date of tender submission)	
State NQF Level (Minimum of NQF level 6)	
Attach Detailed CV (signed by the named party and dated not more than 3 months from date of submission)	
Indicate Years of Experience as a OHS Manager	
<p>List of relevant Building Works projects worked on as an OHS Manager in the last five years – stating the Final Account Amount and Date of Practical Completion</p>	
Signed and dated by the named Resource:	

4. Position	Quantity Surveyor
Name ((attach an ID copy certified in the last 3 months before date of tender submission)	
Indicate academic and professional qualifications (attach a copy of certificate certified in the last 3 months before date of tender submission)	
State NQF Level (Minimum of NQF level 6)	
Attach Detailed CV (signed by the named party and dated not more than 3 months from date of submission)	
Indicate Years of Experience as a Quantity Surveyor	
<p>List of relevant Building Works projects worked on as a <b>Quantity Surveyor</b> in the last five years – stating the <b>Final Account Amount</b> and <b>Date of Practical Completion</b></p>	
<b>Signed and dated by the named Resource:</b>	

5. Position	General Foreman
Name ((attach an ID copy certified in the last 3 months before date of tender submission)	
Indicate academic and professional qualifications (attach a copy of certificate certified in the last 3 months before date of tender submission)	
State NQF Level (Minimum of NQF level 6)	
Attach Detailed CV (signed by the named party and dated not more than 3 months from date of submission)	
Indicate Years of Experience as a General Foreman	
<p>List of relevant Building Works projects worked on as a <b>General Foreman in the last five years – stating the Final Account Amount and Date of Practical Completion</b></p>	
<b>Signed and dated by the named Resource:</b>	

6. Position	Building Services Manager
Name ((attach an ID copy certified in the last 3 months before date of tender submission)	
Indicate academic and professional qualifications (attach a copy of certificate certified in the last 3 months before date of tender submission)	
State NQF Level (Minimum of NQF level 6)	
Attach Detailed CV (signed by the named party and dated not more than 3 months from date of submission)	
Indicate Years of Experience as a Building Services Manager	
<p>List of relevant Building Works projects worked on as a <b>Building Services in the last five years – stating the Final Account Amount and Date of Practical Completion</b></p>	
<b>Signed and dated by the named Resource:</b>	

**FORM N: COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

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

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

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

---

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

---

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

---

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

---

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

---

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

---

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

**Signature of person authorised to sign the tender:** .....

**Date:** .....

**FORM O: CSD SUPPLIER NUMBER AND TAX COMPLIANCE PIN**

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

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

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

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

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

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

**Tenderer/Leading JV Partner**

Name of Company:

---

CSD Supplier Number: (Master Registration Number)

---

Tax Compliance PIN number:

---

**JV Partner 1**

Name of Company:

---

CSD Supplier Number: (Master Registration Number)

---

Tax Compliance PIN number:

---

**JV Partner 2**

Name of Company:

---

CSD Supplier Number: (Master Registration Number)

---

Tax Compliance PIN number:

---

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



## FORM P: PRELIMINARY PROGRAMME

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

The programme will show a Task List for the full Scope of Works, Start and Finish Date for each task, reasonable Duration for each task and Linkage between tasks and sequencing thereof.

The programme will be to a minimum of Level 3, printed in colour in Landscape Orientation on at least 5 No A3 pages and will show the "Predecessors" column.

The project start date is the Date of Site Possession and the projected Date of Practical Projected Completion will be **four (4) Months**; all as specified in the Contract Data.

This programme will be used to calculate the Technical Evaluation score.





**FORM U: TENDERERS PERFORMANCE EVALUATION FORM**

THE PROJECTS FOR WHICH REFERENCE IFS SOUGHT MUST BE THE SAME ONES AS DETAILED ON FORM J

**PROJECT REFERENCE FORM (1 of 5)**

The reference to please provide a score (0=poor, 5=Satisfactory, 7 = good, 10 = excellent, intermediate numbers may also be scored) and comment on the Contractor's performance on the listed project.

**PART A: TO BE COMPLETED BY THE TENDERING ENTITY**

<b>Company Name of Respondent</b>			
<b>Name of Completed Similar Project</b>			
<b>Name of Project Client</b>			
<b>Location of project (town, district municipality, province, country)</b>			
<b>Total Project Value</b>		<b>Project Start Date:</b>	
<b>Value of Work Under Your Appointment</b>		<b>Project Finish Date:</b>	
<b>Brief Description Of Work Done On This Project By Your Firm</b>			
<b>Disciplines Undertaken By Your Company</b>			
<b>Details of Client For Reference Purposes</b>	<b>Name:</b>		
	<b>Company Name:</b>		
	<b>Contact Details:</b>		

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

**PART B: TO BE COMPLETED BY THE REFERENCE**

**FORM (1 of 5)**

Please verify that information provided by the respondent in Part A above is correct. Comment alongside if necessary.	YES / NO	
Please score and comment on the attributes listed below:	Score out of 10	Comment
Overall professional skills relevant to discipline		
Quality and completeness of documentation / drawings issued		
Compliance with programme for issuing of information		
Application of resources to project		
Site Inspections / administration		
Contractual acumen		
Willingness to work as a team with other contractors, consultants and client		
Provision of, and accuracy of As-Built and contract records		
Overall rating of contractor's performance		
Total core (sum of all scores)		

Referee Name: .....	Referee Signature: .....
Designation:.....	Company / Client Stamp:
Date: .....	
Tel: .....	

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

**PROJECT REFERENCE FORM (2 of 5)**

The reference to please provide a score (0=poor, 5=Satisfactory, 7 = good, 10 = excellent, intermediate numbers may also be scored) and comment on the Contractor's performance on the listed project.

**PART A: TO BE COMPLETED BY THE TENDERING ENTITY**

<b>Company name of respondent</b>			
<b>Name of Completed similar project</b>			
<b>Name of Project Client</b>			
<b>Location of project (town, district municipality, province, country)</b>			
<b>Total Project Value</b>		<b>Project start date:</b>	
<b>Value of work under your appointment</b>		<b>Project finish date:</b>	
<b>Brief description of work done on this project by your firm</b>			
<b>Disciplines undertaken by your company</b>			
<b>Details of client for reference purposes</b>	<b>Name:</b>		
	<b>Company Name:</b>		
	<b>Contact Details:</b>		

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

**PART B: TO BE COMPLETED BY THE REFERENCE**

**FORM (2 of 5)**

Please verify that information provided by the respondent in Part A above is correct. Comment alongside if necessary.	YES / NO	
Please score and comment on the attributes listed below:	Score out of 10	Comment
Overall professional skills relevant to discipline		
Quality and completeness of documentation / drawings issued		
Compliance with programme for issuing of information		
Application of resources to project		
Site Inspections / administration		
Contractual acumen		
Willingness to work as a team with other contractors, consultants and client		
Provision of, and accuracy of As-Built and contract records		
Overall rating of contractor's performance		
Total core (sum of all scores)		

Referee Name: .....	Referee Signature: .....
Designation:.....	Company / Client Stamp:
Date: .....	
Tel: .....	

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**



**PROJECT REFERENCE FORM (3 of 5)**

The reference to please provide a score (0=poor, 5=Satisfactory, 7 = good, 10 = excellent, intermediate numbers may also be scored) and comment on the Contractor's performance on the listed project.

**PART A: TO BE COMPLETED BY THE TENDERING ENTITY**

<b>Company name of respondent</b>			
<b>Name of Completed similar project</b>			
<b>Name of Project Client</b>			
<b>Location of project (town, district municipality, province, country)</b>			
<b>Total Project Value</b>		<b>Project start date:</b>	
<b>Value of work under your appointment</b>		<b>Project finish date:</b>	
<b>Brief description of work done on this project by your firm</b>			
<b>Disciplines undertaken by your company</b>			
<b>Details of client for reference purposes</b>	<b>Name:</b>		
	<b>Company Name:</b>		
	<b>Contact Details:</b>		

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

**PART B: TO BE COMPLETED BY THE REFERENCE**

**FORM (3 of 5)**

Please verify that information provided by the respondent in Part A above is correct. Comment alongside if necessary.	YES / NO	
Please score and comment on the attributes listed below:	Score out of 10	Comment
Overall professional skills relevant to discipline		
Quality and completeness of documentation / drawings issued		
Compliance with programme for issuing of information		
Application of resources to project		
Site Inspections / administration		
Contractual acumen		
Willingness to work as a team with other contractors, consultants and client		
Provision of, and accuracy of As-Built and contract records		
Overall rating of contractor's performance		
Total core (sum of all scores)		

Referee Name: .....	Referee Signature: .....
Designation:.....	Company / Client Stamp:
Date: .....	
Tel: .....	

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

**PROJECT REFERENCE      FORM (4 of 5)**

The reference to please provide a score (0=poor, 5=Satisfactory, 7 = good, 10 = excellent, intermediate numbers may also be scored) and comment on the Contractor's performance on the listed project.

**PART A: TO BE COMPLETED BY THE TENDERING ENTITY**

<b>Company name of respondent</b>			
<b>Name of Completed similar project</b>			
<b>Name of Project Client</b>			
<b>Location of project (town, district municipality, province, country)</b>			
<b>Total Project Value</b>		<b>Project start date:</b>	
<b>Value of work under your appointment</b>		<b>Project finish date:</b>	
<b>Brief description of work done on this project by your firm</b>			
<b>Disciplines undertaken by your company</b>			
<b>Details of client for reference purposes</b>	<b>Name:</b>		
	<b>Company Name:</b>		
	<b>Contact Details:</b>		

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

**PART B: TO BE COMPLETED BY THE REFERENCE**

**FORM (4 of 5)**

Please verify that information provided by the respondent in Part A above is correct. Comment alongside if necessary.	YES / NO	
Please score and comment on the attributes listed below:	Score out of 10	Comment
Overall professional skills relevant to discipline		
Quality and completeness of documentation / drawings issued		
Compliance with programme for issuing of information		
Application of resources to project		
Site Inspections / administration		
Contractual acumen		
Willingness to work as a team with other contractors, consultants and client		
Provision of, and accuracy of As-Built and contract records		
Overall rating of contractor's performance		
Total core (sum of all scores)		

Referee Name: .....	Referee Signature: .....
Designation:.....	Company / Client Stamp:
Date: .....	
Tel: .....	

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

**PROJECT REFERENCE FORM (5 of 5)**

The reference to please provide a score (0=poor, 5=Satisfactory, 7 = good, 10 = excellent, intermediate numbers may also be scored) and comment on the Contractor's performance on the listed project.

**PART A: TO BE COMPLETED BY THE TENDERING ENTITY**

<b>Company name of respondent</b>			
<b>Name of Completed similar project</b>			
<b>Name of Project Client</b>			
<b>Location of project (town, district municipality, province, country)</b>			
<b>Total Project Value</b>		<b>Project start date:</b>	
<b>Value of work under your appointment</b>		<b>Project finish date:</b>	
<b>Brief description of work done on this project by your firm</b>			
<b>Disciplines undertaken by your company</b>			
<b>Details of client for reference purposes</b>	<b>Name:</b>		
	<b>Company Name:</b>		
	<b>Contact Details:</b>		

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

**PART B: TO BE COMPLETED BY THE REFERENCE**

**FORM (5 of 5)**

Please verify that information provided by the respondent in Part A above is correct. Comment alongside if necessary.	YES / NO	
Please score and comment on the attributes listed below:	Score out of 10	<b>Comment</b>
Overall professional skills relevant to discipline		
Quality and completeness of documentation / drawings issued		
Compliance with programme for issuing of information		
Application of resources to project		
Site Inspections / administration		
Contractual acumen		
Willingness to work as a team with other contractors, consultants and client		
Provision of, and accuracy of As-Built and contract records		
Overall rating of contractor's performance		
Total core (sum of all scores)		

Referee Name: .....	Referee Signature: .....
Designation:.....	Company / Client Stamp:
Date: .....	
Tel: .....	

**NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.**

**FORM V: COMPULSARY ENTERPRISE QUESTIONNAIRE**

**Annex X**  
(normative)  
**Compulsory Enterprise questionnaire**

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: cidb registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

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

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

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

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

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

Signed

Date

Enterprise Name

.....

.....

.....

Name

Position

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## LOCAL CONTENT

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<b>FORM W: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)</b>
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**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR  
DESIGNATED SECTORS**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 11h00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. **The stipulated minimum threshold (s) for local production and content (refer to Annexure A of SATS 1286:2011) for this bid is/are as follows:**

**SECTOR ITEMIZE**

Description of services, works or goods	Stipulated Minimum Threshold
Steel Reinforcement bars	100%
Fabric reinforcement	100%
Structural Steel	100%
Fasteners (bolts, nuts, rivets and nails)	100%
Frames (doors and windows)	100%
Low voltage power cables	90%
Low cost reticulation cables	90%
Taps, Cocks	70%
Safety or Relief valves (pressure valve or vacuum valve)	70%

3. Does any portion of the goods or services offered have any imported content?  
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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- 3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00am on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

## Part C1 Agreements and contract data

C1.1	Form of Offer and Acceptance	Contract Data
C 1.2 (a)	Contract Data (Part 1)	Contract Data
C 1.2 (b)	Contract Data (Part 2)	Contract Data
C 1.3	Form of Security	Contract Data
C 1.4	Occupational Health and Safety Mandatory Agreement	Contract Data
C 1.5	Adjudicator Agreement for the use of the JBCC 2000 contract	Contract Data
C 1.6	Waiver of Contractor's Lien	Contract Data
C 2.1	Pricing Instructions	Pricing Data
C 2.2	Bill of Quantities	Pricing Data

## **Part C2 Pricing Data**

**Ref: Volume 2 of 3 for BOQ**

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## PART C3: SCOPE OF WORKS

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## C3.1 DESCRIPTION OF WORKS

### C3.1.1 Introduction

The Gauteng Growth and Development Agency (GGDA) intends appointing a suitably qualified contractor to conduct construction services at the Chamdor Automotive Township Hub.

### C3.1.2 Background

The Gauteng Township Economy Revitalization Strategy (TER) is one of the key interventions aimed to radically change the structure of the Gauteng economy and to unlock the potential of different sectors in order to revitalize and re-build the productive capacity of the township economy.

The refurbishment and upgrade to the Chamdor Township Industrial Park's aimed at stimulating economic activities in the townships through the refurbishment of the Industrial Park as part of the Township Economy Revitalization Programme (TER).

### C3.1.3 Location

The Chamdor Automotive Township Hub is located in Krugersdorp on the Western Economic Corridor of the Gauteng Province. The address is **No.1 Jacobs Street, Chamdor, Krugersdorp.** For convenience, the coordinates of the site are **26°9'50.50" S, 27°48'9.96" E.**

As illustrated below, the specific boundaries of works shall take place in the southern portion of the campus (ringed off in red).



Fig 1: Aerial photo of the Chamdor Automotive Township Hub

### **C3.1.4 The Brief**

The responding contractors will be expected to provide an “*all-in-one*” construction service covering the relevant civil, structural, electrical and related disciplines (elements) involved in the project.

The Duration envisaged on this project is **four (4) months** from the commencement date as stipulated in the contract data and as communicated in the letter of award to the successful bidder.

### **C3.1.5 Scope of works**

The contractor shall conduct construction works as outlined, but not limited to the below. These works shall be in accordance with the Bill of Quantities (BoQ attached) as set out in the tender documentation:

- Replacement of roller shutter doors
- Reinstating integral areas of the roof where leaks have developed according to the Architect's/Engineer's detail. i.e Sheeting, box gutters etc.
- Correct installation of Sanitary fittings.
- Upgraded and correct installation of electrical fittings.
- Replacement of doors.
- Plastering and paint works
- Installation of signage
- Installation of fire protection /suppression equipment
- Installation of ceilings
- Tiling

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### **C3.1.5 Mode of contracting**

The form of contract to be used between the Employer and the Contractor is the JBCC Series 2000 Principal Building Agreement (Edition 6.2, Minor Works) prepared by the Joint Building Contracts Committee, May 2018. The tenderer shall be deemed to have referred to these documents for the full intent and meaning of each clause.

### **C3.1.7 Reporting Requirements**

Construction progress reports shall be submitted weekly to the Employer in the agreed format. Quality assurance reports shall be submitted monthly to the employer as work progresses. A report may be submitted at the end of each section of the works or at the end of each month as agreed with the employer

All reports shall be submitted within the time frames agreed to by the Employer.

### **C3.1.8 Applicable National and International Standards**

The Service Provider shall take cognizance of, and adhere to, all applicable national and international standards, regulations and best practise in the execution of his own work and when compiling specifications for construction works. International standards should only be used where no national standards, regulations and best practise exist, or where it is the norm to use or refer to such international standards, regulations and best practise.

### **C3.1.9 Approvals**

The Service Provider shall be responsible for obtaining the following approvals:

- Approval of the implementation programme from the Employer,
- Approval of the building plans, drawings and contract document from the Employer,
- Wayleave approval from all service authorities,
- In respect of time-based services, approval of the allocation of staff from the Employer.
- Approval for the employment of specialist sub-contractors from the Employer.

### **C3.1.10 Additional Conditions of Tender**

- The GGDA reserves the right to award the scope in full or part thereof, subject to budget availability.
- The subsequent Appointment/ Contract if successful, will be the full & final offer with no option to increase after award.
- In the event of a partial award, the GGDA reserves the right for items excluded from the award, to be retendered in a new tender process.
- The decision to award will be based the objective criteria as per the best commercial offer and value for money principle for the GGDA.
- The GGDA reserves the right to negotiate to ensure the value for money principle is not compromised to avoid wasteful expenditure.

### **C3.1.6 Temporary Works**

Temporary works to be in accordance with the site requirements for the contractor's camp establishment with temporary sewer, water and electrical connections. All in accordance with the approval from the Local Authorities.



## **C3.2 ENGINEERING**

### **C3.2.1 Design**

#### **Works designed by, per design stage:**

Concept, feasibility and overall process	Employer
Basic engineering and detail layouts to bid stage	Employer
Final design to be approved for construction stage	Employer
Temporary works	Contractor
Preparation of as-built drawings	Employer

- (a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Employer's Agent in the compilation of the as-built drawings.

### **C3.2.2 Contractor's Design**

The Contractor shall also be responsible for the design of the temporary Works as defined in C3.2.1(b).

Where the Contractor is to supply the design of designated parts of the permanent Works or temporary Works, he shall supply full working drawings supported by a professional engineer's design certificate.

### **C3.2.4 Drawings**

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Employer's Agent. The Employer's Agent will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Employer's Agent's Representative on a regular basis.

All information in possession of the Contractor, required by the Employer's Agent and/or the Employer's Agent's Representative to complete the as-built/record drawings, must be submitted to the Employer's Agent's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employed for the permanent Works are listed and bound in a separate volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

#### **STATUS OF DOCUMENTATION:**

Should there be any discrepancy between the various documentation that governs this Tender (whether issued or not), the order of precedence shall be:

1. The drawings issued for construction purposes,
2. The Schedule of Quantities,
3. The specific specifications, i.e. the variations to the standard specifications,
4. This Project Specification, and lastly
5. The standard specifications referred to.

#### **C3.2.5 List of Drawings**

The Tenderer is advised to refer to the Volume 3 of 3 of this Tender Document for complete set of drawing registers and drawings relevant for this contract.

### **C3.3 PROCUREMENT**

#### **C3.3.1 Preferential Procurement**

##### **C3.3.1.1 Requirements**

The contract is for CIDB registered **4GB PE** or higher Contractors. Acceptable bids will be evaluated by using a system that awards points on the basis of **80** points for bid price and **20** points for the B-BBEE rating.

##### **C3.3.1.2 Resource standard pertaining to targeted procurement**

Not applicable for this contract.

#### **C3.3.2 Subcontracting**

##### **C3.3.2.1 Scope Of Subcontract Works**

The Contractor shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Contractor.

##### **C3.3.2.2 Preferred subcontractors/suppliers**

The Contractor shall be responsible for all work carried out by subcontractors on his behalf. The Employer's Agent will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc, unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Contractor and his subcontractors.

##### **C3.3.2.3 Subcontracting procedures**

As per JBCC N/S Subcontract.

##### **C3.3.2.4 Attendance on subcontractors**

As per JBCC N/S Subcontract.

## **C3.4 CONSTRUCTION**

### **C3.4.1 Works Specifications**

The works specifications that are applicable to the works are marked with a cross hereunder in the relevant box(es). The specifications are attached in Volume 3 of 3 of the BidDocument.

#### **C3.4.1.1 Applicable Standards**

The contractor shall ensure that all building regulations and standards are applied.

Applicable SANS 2001 standards - The Contractor shall ensure that a master installation electrician is required to oversee and certify any electrical work to the works - refer SANS 101412 - 1.

Applicable SANS 1200 standardised specification - The Contractor shall ensure that all Civil and Structural construction works are according to the specification of the applicable SANS 1200 specific.

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

#### **C3.4.1.2 Particular Specifications**

The following Particular Specifications for work not covered by the SABS 1200 Standardized Specifications are also included hereunder:

- a. Architects specification.
- b. Structural Engineer specification.
- c. Civil Engineer specification.
- d. Electrical Engineer specification
- e. Mechanical Engineer specification.
- f. Fire Specialist specification.
- g. ICT Specialist specification.
- h. Health and Safety specification

### **C3.4.2 Site Establishment**

#### **C3.4.2.1 Services and facilities provided by the Employer**

##### **a. Water sources**

There is reticulated water supply available in close proximity to the Site.

The Contractor shall, in accordance with the provisions of subclause C3.4.2.2(b), and at his own cost, make all arrangements necessary for the supply and distribution of water required for construction purposes as well as for use in and about his site establishment and for human consumption.

**b. Electricity supply**

There is reticulated electrical power supply available in close proximity to the Site.

The Contractor shall, in accordance with the provisions of subclause C3.4.2.2(c), and at his own cost, make all arrangements necessary for the supply and distribution of electrical power required for construction purposes as well as for use in and about his site establishment.

The Contractor shall comply with all prevailing legislation in respect of the generation and distribution of electricity and shall, when required by the Principal Agent, produce proof of such compliance.

**c. Excrement disposal**

Water-borne sewage or other off-site excrement disposal systems are available in the vicinity of the Site.

**d. Area for contractor's site establishment**

A specific area in close proximity to or on the Site of the Works will be made available by the Employer to the Contractor for the Contractor's site establishment. The specific area for the Contractor's site establishment will be identified to the Contractor by the Principal Agent and the Contractor shall have sole use of such area, free of charge, for the duration of the Contract. The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written approval of the Principal Agent, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Contractor in his Bid.

### **C3.4.2.2 Contractor's camp site and depot** (Read with SANS 1921 - 1 : 2004 clause 4.14)

The Contractor's office for this contract shall be as required to fulfil his obligations under the Contract. The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

#### **a. Contractor's camp site/store yard .**

The contractor may erect his site offices and storage depot within the boundaries of the area indicated by the Principal Agent. The contractor shall submit a general layout drawing to a scale of not less than 1:200 to the Principal Agent for approval before any work on the camp or offices is commenced. No housing is available and the Contractor shall make his own arrangements to house his employees and transport them to and from the site. The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract. The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site. Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written permission of the landowner and approval of the Principal Agent, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Contractor in his Tender. All buildings erected must be to the size as approved by the Principal Agent. The parking of plant is restricted to these areas.

Any clearing of the site that is necessary and the making good after de-establishment will be the responsibility of the Contractor.

In addition to the requirements of SABS 1200A clause 8.3.2.2, the following conditions shall also apply:

- (i) None of the existing roads shall be damaged in any way.
- (ii) The Contractor is to make his own arrangements for a water supply to the works and pay all installation and consumption charges levied by the Local Authority.
- (iii) The Contractor is to make his own arrangements for electrical power. Site

office and lighting is available from the on-site DB and the Contractor is responsible for installation and consumption charges levied by the Local Authority.

- (iv) It shall be the responsibility of the Contractor to make good any damage caused to the camp site area or any improvements on it, including services, and for reinstating it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Principal Agent.
  - (v) The Contractor shall be responsible for providing adequate storage, collection and disposal of refuse, all in a sanitary manner.
  - (vi) The Contractor shall construct a sealed bund wall around their diesel tanks. The bund wall shall be of such capacity that the contents of the tanks shall be contained within the bund wall in the event of an accident. The inside of the bund wall shall be painted with a bituminous sealant and the entire system must be constructed to the Principal Agent's satisfaction.
  - (vii) The Contractor shall provide a suitably screened off shower area within his campsite.
- b.** The Contractor must note that other Contractors, Subcontractors and specialised Subcontractors, including those who will construct specifically the geomembrane liner, will be working on or adjacent to the site of the Works during the currency of the Contract.

### **C3.4.2.3 Facilities provided by the Contractor**

#### **a. Facilities for the Principal Agent**

The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Principal Agent and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Principal Agent to withhold payment of the Contractor's bidded Preliminary and General items until the facility has been provided or restored as the case may be. All water and electricity usage to be metered.

##### **i. Office Accommodation.**

The Contractor shall provide on the Site 1 x office for the exclusive use of the Principal Agent. Such office(s) shall comply with and be furnished in accordance with the requirements of subclause PSAB3.2 of SABS 1200 AB. The Contractor shall maintain the office(s) in accordance with the requirements of subclause 5.2 of SABS 1200 AB.

Such office accommodation shall be provided within the Contractor's site establishment facilities.

Such office accommodation shall be provided within the Contractor's site establishment facilities.

## **ii. Site Meeting Venue**

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of **twenty** (20) persons at site meetings. The Principal Agent shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

## **iii. Notice Board.**

The typical notice board with the following requirements shall apply with regards to the notice board:

- a. The wording in the space for "Name of Contract" shall be provided by the employer to the contractor before construction commences.
  - i. The word to follow "Designed" shall be:

**"Details of the Principal Agent will be provided on Appointment"**

## **iv. Survey equipment and assistant.**

- a. Survey equipment

The Contractor shall, in accordance with the requirements of SABS 1200 AB (as amended) provide the following survey equipment for the exclusive use of the Principal Agent and his staff:

- 1 upright reading automatic level with tripod;
- 1 levelling staff with protective cover bag;
- 1 x 100 metre Stilton tape measure and measuring wheel;

- b. Survey Assistants

The Contractor shall, in accordance with the requirements of subclause 5.5 of SABS 1200 AB, make available to the Principal Agent, two (2) survey assistants. Where required by the Principal Agent, the Contractor shall at his own cost, promptly arrange for the recalibration of survey equipment provided.

## **v. Telephone facilities**



Not applicable.

**vi. Computer Facilities**

Not applicable.

**vii. Colour Printer.**

Printers shall, unless otherwise approved by the Principal Agent, be an A3 colour printer or equivalent compatible.

All computer hardware shall be provided complete with the requisite connecting cables and all interfacing devices and software necessary for its efficient operation as an integral system.

The Contractor shall further provide at his own cost, all paper and ink cartridges and other consumables reasonably required by the Principal Agent.

**viii. Electricity supply for the Principal Agent**

All electricity supply to the Principal Agent's office(s) and laboratory (if applicable), whether provided by the Contractor by way of a reticulated supply from a local authority or other authorised electricity supply, or by way of on-site generators, shall be regulated by the Contractor to within limits such as to prevent damage due to fluctuations in the electrical current supply that may occur to any electrical plant and equipment provided by the Contractor or the Principal Agent.

The Contractor shall be liable for and pay to the Principal Agent on demand, all costs that the Principal Agent may incur in the repair or replacement of any electrical equipment provided by the Principal Agent on the Site. Reliance by the Contractor on the regulation of the electrical supply by the supplier or on current regulators fitted to generators shall not absolve the Contractor of his liabilities in terms of this Subclause and, where appropriate, the Contractor shall provide and install at his own cost, all such electrical current-regulating equipment as is necessary to prevent damage to the said equipment.

**ix. Site Instruction Book**

The Contractor shall supply a triplicate book for site correspondence and inspection requests to the Principal Agent. Reasonable notice shall be allowed prior to inspections. All inspections requests and approval/disapproval thereof shall be recorded by the Site staff in writing. All requests must be signed and dated by the Principal Agent before implementation.

The Contractor must ensure that a suitable site quality record system is put in place subject to approval by the Principal Agent to record that each section, or work item,

complies with the relative works specification. Failure to update or provide sufficient records may result of a 10% interim payment reduction being withheld.

#### **b. Accommodation of Employees**

No employees except for Security Guards will be allowed to sleep or be accommodated on the site. No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

#### **c. Accommodation of Other Contractors**

The Contractor shall be required to accommodate other contractors on the Site of the Works during the Contract period. Adequate access to the site of their works shall be given the above stated contractors at all times.

No direct payment will be made for the cost of providing adequate access and accommodating the stated contractors on the Site of the Works, as well as the cost of any inconvenience or disruption experienced in attending to the aforementioned. Payment shall be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract.

#### **d. Water**

The Contractor shall, at his own expense, be responsible for obtaining and providing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessaries for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Principal Agent, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Principal Agent, produce proof of such compliance. The distribution of water shall be carried out by the

Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Principal Agent, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, providing and consumption of water, the costs of which will be deemed to be included in the Contractor's bidded rates.

**e. Electricity**

The Contractor shall, at his own expense, be responsible for obtaining and providing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the obtainment, providing and consumption of electricity, the costs of which will be deemed to be in the Contractor's bidded rates and prices.

**f. Excrement disposal**

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Principal Agent. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this subclause and the costs thereof shall be deemed to be included within the Contractor's bidded Preliminary and General items.

**C3.4.2.4 Permits and wayleaves**

The Contractor shall be responsible to obtain all the wayleave required under this Contract. The cost of obtaining wayleaves shall be deemed included in the relevant

rates, and no additional payment will be made for the wayleaves as required.

#### **C3.4.2.5 Features requiring special attention**

##### **a. Site maintenance**

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

##### **b. Tidying Up of works**

The Contractor shall take note that progressive and systematic finishing and tidying will form an essential part of this contract. On no account shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily be a hindrance to or impede the activities of other contractors or service providers. In the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant works in the area(s) concerned. Upon completion of the Works or any portion thereof, the ground, fences, gates and any structures that have been interfered with are to be carefully restored to their original condition and all rubbish, tools, tackle, plant and material must be removed so as to leave the site in a clean and orderly condition. No additional payment shall be made for work set out above.

##### **c. Quality Assurance (QA), Quality Control and Quality Plan**

*(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications to the satisfaction of the Principal Agent and Drawings rests with the Contractor, and the Contractor shall at his own expense, institute an appropriate Quality Assurance (QA) and quality control system on site provide experienced Principal Agent's, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of his own workmanship quality in accordance with his QA-system at all times. His attention is drawn to the fact that it is not the duty of the Principal Agent or the Principal Agent's representative to act as foreman or surveyor.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

Within one week of the award of the Contract the Contractor shall furnish the Principal Agent with a comprehensive Quality Assurance (QA) and Quality Plan that incorporates all the requirements of the document comprising the contract, for his own quality management as well as describing the quality control process that will provide for regular inspection and signing off of work by the Principal Agent.

The Project Quality Plan Shall be subject to the Principal Agent's approval.

The Principal Agent will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor's Quality Assurance (QA) and Project Quality Plan for the Contract shall indicate how the Contractor's Quality System shall apply to the specific requirements of the contract. It shall clearly indicate by way of written method statements; descriptions; quality management objectives; policies; schedules; flow diagrams; Product/Process Inspection & Test Plans (ITP); procedures and work instructions that demonstrate the Contractor's implementation of the requirements.

On completion and submission of every part of the work to the Principal Agent for examination and measurement, the Contractor shall furnish the Principal Agent with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

This will particularly apply to aspects of the works that will be covered such as checking of the storm water drain gradients, compaction of material, checking of reinforcement, vibrating of the concrete and other embodied items before placing of concrete.

**d. Testing** (*Read with SANS 1921 – 1: 2004 clause 4.11*)

i. Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Principal Agent.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Principal Agent. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

The tendered rate for all earthworks, layerworks, concrete works, paving, asphalt and liner works shall cover the cost of site process control testing to ensure the standards specified are met, as well as the provision of all staff and equipment.

ii. Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Principal Agent for acceptance control. However, before accepting any work, the Principal Agent may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the Bill of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

iii. Additional testing required by the Principal Agent

In addition to the provisions of subclause C3.4.2.5(d)(i): Contractor to engage services of an independent laboratory, the Principal Agent shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in subclause C3.4.2.5(d)(i), at such times and at such locations in the Works as the Principal Agent shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Principal Agent, and copies of the test results shall be promptly submitted to the Principal Agent.

iv. Costs of testing

a. Tests in terms of subclause C3.4.2.5(d)(i)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.4.2.5(d)(i), above shall be borne by the Contractor and shall be deemed to be included in the bid rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause C3.4.2.5(d)(i).

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

**e. Management and disposal of water** (*Read with SANS 1921 - 1: 2004 clause 4.6*)

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

The contractor shall be responsible for the handling of all surface and sub surface water in such a way that the construction can proceed with minimum risk and at no time shall overland flows be blocked.

If concentrated flows are blocked a method statement should be provided, and is subject to approval by the Principal Agent.

The Contractor shall to this end divert flow around the working areas if and where necessary. The Contractor shall also take particular care to ensure the safety of the works against damage by water.

The current drains are operational and are conveying water through them.

The contractor shall apply suitable, effective dewatering methods for preventing ingress of water into the excavations and to keep them dry.

Drainage measures, with exception of pumping shall be maintained until the backfilling and concreting of the drains has been completed between the various construction stages.

Any draining and or pumping of water shall be done in a manner that will protect the concrete drain or materials in any part thereof from being carried away.

No Separate payment

Tender rates should also include full compensation for trimming the open drains.

The cost of supplying and operating for dewatering and operating the equipment for dewatering of all excavations, existing stormwater drains and controlling concentrated and surface flow and sub surface water on all works will be held to be included in the tendered sum under section PSDM 8.3.4 and 8.3.7 of this document.

**f. Survey beacons** *(Read with SANS 1921 - 1: 2004 clause 4.15)*

The Contractor shall be responsible for the preservation of all land survey, erf or other pegs, benchmarks and beacons. If damage or disturbance of any such pegs or beacons is caused by the operations of the Contractor or his subcontractors the pegs are to be replaced by a Registered Land Surveyor at the cost of the Contractor. Benchmarks will be replaced by the Principal Agent at the Contractor's expense.

Information regarding the position of all such pegs will be made available to the Contractor by the Engineer on request.

The Contractor is to ensure that no spoil is placed over an erf peg or benchmarks and that these are adequately protected for the full duration of the Contract. Where disturbances of boundary pegs is unavoidable due to excavation or other operations adjacent to the pegs, the Contractor shall advise the Principal Agent or his Representative immediately, and agreement is to be reached that the disturbance of the peg is unavoidable and a strict record of such disturbed pegs is to be kept. Such pegs are to be replaced by a Registered Land Surveyor as described above and the Contractor is to submit proof of the cost of replacement of pegs. The Contractor will be reimbursed on a basis pro-rata to the total cost of peg replacement determined on completion of the Works.

**g. Existing Services** *(Read with SANS 1921 - 1: 2004 clause 4.17)*

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced. The Contractor will be held responsible for any damage to known existing services

caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

The Contractor will comply with the conditions for dealing with existing services as attached in C3.3, Particular Specifications and approach the relevant authorities for additional information where applicable.

#### **h. Overhaul**

No payment whatsoever will be made for overhaul on this contract whether from commercial sources or off site or within the site environs. No mass hauled diagrams will be produced.

#### **i. Security**

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the *construction team*.

#### **j. Subcontractors**

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Principal Agent and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Principal Agent will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Principal Agent will not become involved.

#### **k. Access to properties**

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 17.1 of the Conditions of Contract.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.



Notwithstanding a foregoing, the Contractor may, with the prior approval of the Principal Agent (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

#### **I. Site Diary**

A site diary in triplicate format, which shall be supplied by the contractor must be filled in on a daily basis and submitted to the Principal Agent on a daily basis. No claims will be considered without the site diary's schedules properly completed and submitted.

#### **m. Labour-intensive competencies of supervisory and management staff**

Contractor having a CIDB contractor grading designation of 8GB and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme, for the NQF level 2-unit standards or NQF level 4 unit standards.

#### **n. Employment of unskilled and semi-skilled workers in labour-intensive works**

i. Requirements for the sourcing and engagement of labour

1. Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
2. The rate of pay set for the EPWP is as per regulatory guidelines per day, Task rates to be determined at a later stage.

**Note to Compiler: Insert value determined by public body in accordance with clause 2.2 of the Guidelines for the Implementation of Labour-Intensive**

**Infrastructure Projects under the Expanded Public Works Programme (EPWP), which is repeated here for ease of use.**

*"In accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes (clause 10.4), the public body must set a rate of pay (task-rate) for workers to be employed on the labour-intensive projects.*

*Clause 10.4 requires that the following should be considered when setting rates of pay for workers:*

*10.4.1 The rate set should take into account wages paid for comparable unskilled work in the local area per sector, if necessary.*

*10.4.2 The rate should be an appropriate wage to offer an incentive for work, to reward effort provided and to ensure a reasonable quality of work. It should not be more than the average local rate to ensure people are not recruited away from other employment and jobs with longer-term prospects.*

*10.4.3 Men, women, youth, disabled persons and the aged must receive the same pay for work of equal value."*

(3) .. Tasks established by the contractor must be such that:

(aa) the average worker completes 5 tasks per week in 40 hours or less; and

(bb) the weakest worker completes 5 tasks per week in 55 hours or less.

(4) .. The Contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.

(5) .. The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and/or who come from households:

(aa) where the head of the household has less than a primary school education;

(bb) that have less than one full-time person earning an income;

(cc) where subsistence agriculture is the source of income;

(dd) those who are not in receipt of any social security pension income.

..... (6) .....The contractor must provide monthly statistics to the COE indicating the number of new jobs created through this contract. This statistic must be provided with each monthly payment certificate using Councils electronic prescribed format, which will be provided by the Project Manager of this project to the successful bidder.

**Failure to provide the required statistics Council may withhold payment.**

(ii) Specific provisions pertaining to SANS 1914-5

**(1) .. Definition**

**Targeted labour:** Unemployed persons who are employed as local labour on the project.

**(2) .. Contract participation goals**

(aa) There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

(bb) The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task-rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

**(3) .. Terms and conditions for the engagement of targeted labour**

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

**4) ... Variations to SANS 1914-5**

(aa) The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value-added tax or sales tax which the law requires the employer to pay the contractor.

(bb) The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

(iii).. Training of targeted labour

(1) .. The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

(2) .. The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training will take place as close to the project site as practically possible. The Contractor must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer must be furnished with a copy of this request.

(3) .. A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works.

(4) .. The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.

(5) .. The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.

(6) .. An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend formal training, in terms of 1.3.4 above.

(7) .. Proof of compliance with the requirements of 1.3.2 to 1.3.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

**o. Employment of local labour**

It is the intention that this Contract should make maximum use of the local labour force that is presently underemployed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and

train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Principal Agent, which approval shall not be unreasonably withheld.

The employment of casual labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour.

**p. Construction in restricted areas**

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices bid will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment nor any claim for payment due to these difficulties will be considered.

**q. Notices, signs, barricades and advertisements**

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Principal Agent. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his bid rates.

The Principal Agent shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

**r. Workmanship and quality control**

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced Principal Agent's, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bid for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Principal Agent for examination and measurement, the Contractor shall furnish the Principal Agent with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

**C3.4.3 Plant & Construction equipment**

The minimum required construction equipment that will be used for this contract is not prescribed.

**C3.5 MANAGEMENT OF THE WORKS**

**C3.5.1 Generic Specification**

**Refer to Volume 3 of 3 for the (Occupational Health & Safety Specifications)**

## C3.6 HEALTH AND SAFETY

### C3.6.1 Health and Safety requirements and procedures

**Refer to Volume 3 of 3 for the (Occupational Health & Safety Specifications)**

### C3.6.2 Aids awareness

#### **SCOPE**

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers  
  
Informing Workers of their rights with regard to HIV/AIDS in the workplace
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices

#### **DEFINITIONS AND ABBREVIATIONS**

##### **DEFINITIONS**

**Worker:** Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in total.

##### **ABBREVIATIONS**

<b>HIV</b>	:	Human Immunodeficiency Virus
<b>AIDS</b>	:	Acquired Immune Deficiency Syndrome
<b>STI</b>	:	Sexually Transmitted Infection

##### **HIV/AIDS EDUCATION AND TRAINING**

## **DISPLAYING OF PLASTIC LAMINATED POSTERS AND DISTRIBUTION OF INFORMATION BOOKLETS**

The Contractor shall obtain a set of four laminated posters conveying different keymessages and information booklets, which are available from all Regional Offices of the Department of Public Works

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds

The posters on display must always be intact, clear and readable

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site

## **PROVIDING WORKERS WITH ACCESS TO CONDOMS**

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health.

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within

14 days of site handover.

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

## **ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)**

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers

## **MONITORING**

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent

The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent

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## PART C4: SITE INFORMATION

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#### **C4.1.1 The Site**

The site is located at Corner of Bonaero Drive and Cote d Azur Drive, Bonaero Park, Gauteng Province. Site Coordinates: 26° 06' 52.6"S and 28° 15' 2.39"E (Lat, – 26.114612S; Long, 28.250664"E)

#### **C4.1.2 Work Area**

The contractor is restricted within the boundary of the site to be pointed out at site handover. The site is located within an existing residential area and the contractor's attention is drawn to the site specific Health and Safety Specification forming part of this tender documentation.

#### **C4.1.3 Access**

Access to site to be pointed out at site handover, however the Contractor shall make allowance within his tender the cost of providing traffic control for the duration of the contract.

#### **C4.1.4 Nature of Site Conditions**

A General Site Geotechnical Investigation Report has been carried out and the report is included in Volume 3 of 3 of the Bid Documents for the information of bidders. This report is to be used as a guide, the contractor is expected to conduct building specific Geotechnical Tests prior excavations, and provide results to the Engineer to comments.