



TENDER NO:.....

ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

Name of Tendering Entity			
Name of Tendering Entity Representative			
Physical Address of Tendering Entity			
Postal Address of Tendering Entity			
Contact Details of Tendering Entity	Tel: Fax: Cell: Email:		
Tender Amount carried from Form of Offer (incl VAT)	R (incl VAT)		
CIDB Grading		CRN No:	
Tax Compliance Status & PIN	Tax Number		PIN
CSD Registration No.			

Prepared for:

Agricultural Research Council
1134 Park Street,
Hatfield
Pretoria
0083

Prepared By:

Techvolution Consulting Engineers and Project Managers (Pty) Ltd
1 Lost Trail Street,
Nelspruit
1201

CONTENTS

NUMBER	HEADING	PAGE	COLOUR CODING
	THE TENDER		
	Part T1: Tendering Procedures		
T1.1	Tender Notice and Invitation to Tender	4	White
T1.2	Tender Data	6	Green
	Part T2: Returnable Documents		
T2.1	List of Returnable Documents	22	White
	Check List	22	White
T2.2	Returnable Schedules	23	White
	THE CONTRACT		
	Part C1: Agreements and Contract Data		
C1.1	Form of Offer and Acceptance	76	Pink
C1.2	Contract Data	82	Pink
C1.3	Forms of Securities	95	White
	Part C2: Pricing Data		
C2.1	Pricing Instructions	109	Yellow
C2.2	Bills of Quantities	112	Yellow
	Part C3: Scope of Work		
C3.1	Description of the Works	113	Blue
C3.2	Employer's Agent	117	Blue
C3.3	Construction	118	Blue
C3.4	Management of the Works	120	Blue
C3.5	Project Specifications	121	Blue
C3.6	Health and Safety Specifications	122	Blue
C3.7	ARC Generic Environmental Management	137	Blue
C3.8	Electrical Specifications	138	Blue
C3.9	COVID 19 Health and Safety Specifications	139	Blue
	Part C4: Site Information		
C4.1	General Information	141	Green
C4.2	Locality Plan	141	White
C4.3	Drawings	143	White

AGRICULTURE RESEARCH COUNCIL



THE TENDER:

PART T1: TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

TENDER NOTICE:

AGRICULTURE RESEARCH COUNCIL

Tenders are hereby invited for the following:

TENDER NO: ARC-NRE/10/03/2022

TENDERS ARE HEREBY INVITED FROM EXEMPTED MICRO ENTERPRISES (EME) OR QUALIFYING SMALL ENTERPRISES (QSE) WITH A STIPULATED MINIMUM B-BBEE STATUS LEVEL OF 3, 2 OR 1 AND THE CIDB GRADING OF 3GB/ 3SN OR HIGHER FOR THE ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

Compulsory Briefing Session will be held on **Wednesday 16 March 2022 at 13:00PM** at Agriculture Research Council Institute for Soil, Climate and Water outside Analytical Services Building, Coordinates 25°44'18.60"S; 28°12'27.30"E.

Address for Briefing: SCW Campus of the ARC, 600 Belvedere Street Arcadia, 0083. City of Tshwane.

Pre-qualifying Criteria

Tenderers that do not meet the prequalifying criteria stipulated in the tender document will be disqualified from further evaluation.

Adjudication: 80/20

Tenders will be evaluated using functionality evaluation criteria of **100 points** of which the contractor is required to score the minimum of **70 points** in order to be considered for further evaluation. Tenders will be evaluated using the 80/20 preference point system which awards **80 points for Price** and **20 points for attaining the BBBEE status level of contribution for Exempted Micro Enterprises and Qualifying Small Enterprises only** in accordance with the table below:

BBBEE Status level of contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8

Downloadable Document: Bid Document can be downloaded from etender website www.etender.gov.za

Technical Enquiries: Ayanda Krwece Tel: 083 881 9127
Shupikai Zakadhari Tel: (013) 591 2562 / 078 960 4471
Tender Documents: Mr Nthato Botlhole SCM Representative Tel: 012 310 2618 Email: BotlholeN@arc.agric.za

Documents available: As from **Friday 11 March 2022** via e-tender or from botlholen@arc.agric.za

Closing date: Monday 11 April 2022

Time: 12:00 pm

Tender Box

Venue: Reception desk of the Agriculture Research Council Institute for Soil, Climate and Water 600 Belvedere Street, Arcadia, PRETORIA, 0083

MR

ACTING SENIOR MANAGER: INFRASTRUCTURE

PART T1: TENDERING PROCEDURES**T1.2 Tender Data****T1.2.1 Conditions of Tender**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIBD Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 38960 of 10 July 2015, Board Notice 136 of 2015. (See www.cidb.org.za).

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

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

T1.2.2 Variations to the Standard Conditions of Tender

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The clause numbers in the Tender Data refer to the corresponding clause numbers in the Conditions of Tender which follows this section (see Annex 1).

The additional Conditions of Tender are:

Clause Number	Tender Data
F.1.1	The Employer is, Agriculture Research Council represented by Mr. Poonyane Morule : Acting Senior Manager - Infrastructure
F.1.2	Tender Documents <i>Add the following:</i> The following documents form part of this tender: VOLUME 1: Principal Building Agreement Edition 6.2 - May 2018 as published by The Joint Building Contracts Committee® NPC (JBCC®). This publication is available, and tenderers must obtain copies at their own cost from the The Joint Building Contracts Committee website. VOLUME 2: Standard specifications, SANS. VOLUME 3: The Tender Document (this document), issued by the Employer comprise of: 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 The Contract

	Part C1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data Error! Reference source not found. Form of Securities Part C2: Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities C2.3 Schedule of Daywork Rates Part C3: Scope of Work C3.1 Description of the Works C3.2 Employer's Agent C3.3 Construction C3.4 Management of the Works C3.5 Project Specifications C3.6 Health and Safety Specifications C3.7 Environmental Management During Construction C3.8 Electrical Specifications C3.9 COVID 19 Health and Safety Specification Part C4: Site Information C4.1 Site Information C4.2 Drawings
Clause Number	Tender Data
F.1.3.2	The tender document of the winning tenderer will become the contract document between the Employer and Contractor.
F.1.4	The Employer's agent is: Contact Person : Shupikai Zakadhari Company Name : Techvolution Consulting Engineers and Project Managers (Pty) Ltd Address : 1 Lost Trail Street, Nelspruit, 1201 Telephone : (013) 591 2562 : 078 960 4471 Facsimile : N/A Email Address : shupikai@techvolution.co.za
F.1.5	The Employer's right to accept or reject any tender offer: The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give reasons for such action upon written request to do so.
F.1.6.1	Data pertaining to targeted procurement This tender will be adjudicated and awarded in terms of the Agriculture Research Council Procurement Policy. The complete document can be requested from Agriculture Research Council. A list of trained local labour will be provided by the Municipal structure on award of the Tender.
F.1.6.3.1	Tenderers shall submit their proposals with costing. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in F.3.11.3 in the Tender Data.
F.2.1	Eligibility Criteria and Requirements CIDB Registration and Grading:

- 1) Only tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to **3GB/ 3SN** or higher determined for the class of construction work, are eligible to submit tenders.
- 2) Joint ventures are eligible to submit tenders provided that:
 - i) Every member of the joint venture is registered with the CIDB;
 - ii) The lead partner has a contractor grading designation in the **3GB/ 3SN** class or higher of construction work; and
 - iii) The combined contractor grading designation calculated in accordance with the CIDB Regulation is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3GB/ 3SN** class construction work.
- 3) Information to be submitted with the tender:
The tenderer shall submit CV's of the management and key staff submitted in this tender document that will be employed to carry out this project, together with satisfactory evidence that such staff members satisfy the eligibility requirements.

Basis for CIDB Rating Requirement – CIDB Table 8

A contractor registered in a specific contractor's grading designation indicated in column 1 of the Table below, is considered to be capable of undertaking a contract in the range of values indicated in columns 2 and 3 in the class of construction works to which the category of registration relates to:

GRADE	Current upper limit of tender value	Approved Adjustment	Applicable Grading
1	R200 000	R 500 000,00	
2	R650 000	R 1 000 000,00	
3	R2 000 000	R 3 000 000,00	X
4	R4 000 000	R 6 000 000,00	
5	R6 500 000	R 10 000 000,00	
6	R13 000 000	R 20 000 000,00	
7	R40 000 000	R 60 000 000,00	
8	R130 000 000	R 200 000 000,00	
9	"No Limit"	N/A	

Information regarding the CIDB can be obtained from their website: www.cidb.org.za

Potentially emerging enterprises

Sub regulation (7A) Government Notice 842 of 29138 published in Government Gazette No. 29138 of 18 August 2006 states that:

- (8) Within the framework of a targeted development programme promoted by a client or employer, that client or employer may accept for evaluation tender offers or expressions of interest by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations, one level higher than the contractors registered grading designation if that client or employer-
- (a) Is satisfied that such a contractor has the potential to develop and qualify to be registered in a higher grade; and
 - (b) Ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract

Clause Number	Tender Data
F.2.7	The arrangements for the compulsory Project Briefing Session are as per the Invitation to Tender Enquiries may be directed to Mr. Nthato Botlhole at the Supply Chain Management offices. Tel: 012 310 2618 Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
F.2.13.	The tenderer must submit one tender offer only in a sealed envelope. The Employer's address for delivery of tender offers and identification details to be shown on the tenderer's offer package are: Location of tender box: Reception desk of the Agriculture Research Council Institute for Soil, Climate and Water Physical Address: 600 Belvedere Street, Arcadia, PRETORIA, 0083 Identification Details: Tender reference number, Title of Tender Closing date and time of the tender, Tenderer's name, his authorised representatives name, Postal address and telephonic contact numbers
F.2.13.6	This tender will be submitted as a Two (2) envelope tender document
F.2.13.10	Additional Clause: All annexures (for the Returnable Schedules) must be submitted in a separately bound document together with the tender document.
F.2.15.1	Refer to the Invitation to Tender for the closing time for submissions of the tender offers. No late submissions will be considered. Telephonic, telegraphic, telex, facsimile or emailed submission offers will not be accepted.
F.2.16	All Bids shall remain valid for a period of ninety (90) days after the time and date set for the opening of Bids, or until the tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the tenderer may be requested in writing, to extend the validity of this tender for a specific period. The written approval of the tenderer must then be received before the lapsing of the original validity period, in order to remain valid.
F.2.23	The Tenderer must provide the following with his submitted bid document. T2.2.1 Record of Addenda to Tender Documents T2.2.2 Compulsory Enterprise Questionnaire T2.2.3 Authority of Signatory T2.2.4 Proposed Amendments and Qualifications T2.2.5 Declaration of Interest T2.2.6 Preference Points Claim Form (SBD 6.1) T2.2.7 Declaration Certificate for Local Production And Content (SBD 6.2) T2.2.8 Declaration of Tenderer's Past Supply Chain Management Practices T2.2.9 Certificate of Independent Bid Determination T2.2.10 Schedule A: Key Personnel/Project Team T2.2.11 Schedule B: Work Experience of Tenderer T2.2.12 Schedule C: Project Plan T2.2.13 Schedule D: Safety Plan T2.2.14 Schedule of Proposed Subcontractors T2.2.15 Certificate of Tenderers Attendance at the Clarification Meeting T2.2.16 Tax Clearance Certificate or a copy of tax compliance status (TCS) T2.2.17 B-BBEE Certification T2.2.18 Certificate of Contractors Registration issued by the Construction Industry Development Board T2.2.19 Form Concerning Fulfilment of The Construction Regulations 2003 T2.2.20 Occupational Health and Safety Declaration

Clause Number	Tender Data
F.2.23	Failure to submit the required returnable schedules will deem the bid as non-responsive. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.
F.3.4	Opening of tender submissions: Tenders will be opened in public and tender names, where practical will be read out.
F.3.8	Tenders will be deemed non-responsive if the following conditions are not met: • The contractors fail to comply with the pre-qualification criteria for preferential procurement. • The contractors fail to meet the minimum qualifying score for functionality evaluation criteria for a tender • The contractors fail to submit a valid CIDB certificate • The tender is not in compliance with the Scope of Work; • The tenderer has not completed and/or signed the Offer portion of C1.1. Form of Offer and Acceptance; • the tenderer does not comply with the Contractor's CIDB grading designation specified above; • The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request; and • The tenderer has failed to provide sufficient evidence of technical experience, capable staff, and plant available for the project in terms of the quality component of the adjudication.
F.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Functionality, price and preference. Although quality does not determine the award, quality will be evaluated first (as outlined below) and if the tenderer does not meet the minimum quality criteria, he/she will be eliminated, and the tender will not be evaluated further.
F.3.11.3	Tenders are to be evaluated on the basis of an 80/20 system, 80 points for price and 20 points for attaining the Broad Based Black Economic Empowerment (BBBEE) status level of contribution. The below mentioned criteria regarding Functionality are required for responsiveness and therefore eligibility for the next stage of evaluation. This is done to determine the ability of each bidder to successfully execute the contract according to "scope of work". <u>Bid Criteria:</u> Failure to comply with the following listed conditions will lead to non-compliance, bidders will be rejected after this phase and will not continue to the price scoring stage: 1. Failure to achieve the minimum total score of 70 points out of 100 points The criteria for evaluation of the technical aspects / functionality of the submitted tender and the scoring for functionality will be according to the table below

F.3.11.3

TENDERER							WEIGHT																																																
<u>Schedule A: Key Personnel / Project Team</u> The following members of the Project team are required to submit their CV's in the tender document in returnable schedule T2.2.10 (Site Agent, General Foreman, Safety Agent, Carpenter and Electrician,). The personnel as listed will be the site team and may not be changed at the time of implementation <u>without</u> prior notice to the Employer (ARC-ISCW). Any replacement personnel will have similar or better qualifications. A detailed CV <u>must</u> be submitted for each team member, clearly showing the years of experience, Qualification, and details of experience. Qualification and trade certificates to be attached to claim points. Post qualification experience will be determined from the date of qualification supported by a certified certificate. A tenderer who fails to submit a certificate will forfeit the points on experience. An incomplete team will lead to automatic disqualification. NOTE: CVs of all key personnel should be completed as per Schedule A, clearly stating their relevant experience to date.							50																																																
<table><tr><th>Job Description</th><th colspan="2">Relevant Post Qualification Experience</th><th colspan="2">Required Qualifications</th><th colspan="2">Project Experience</th><th>Max Points</th></tr><tr><td rowspan="3">Site Agent</td><td>Number of years</td><td>Points scored</td><td>Qualification</td><td>Points Scored</td><td>Number of Projects</td><td>Points Scored</td><td rowspan="3">10</td></tr><tr><td>5+ years</td><td>4</td><td>National Diploma Civil Engineering / Building or relevant B-degree</td><td>3</td><td>Completed 3 or more similar projects</td><td>3</td></tr><tr><td>3-4 years</td><td>3</td><td>No Relevant Qualification Submitted</td><td>0</td><td>Completed 2 similar projects</td><td>2</td></tr><tr><td rowspan="3">General Foreman</td><td>Number of years</td><td>Points scored</td><td>Qualification</td><td>Points Scored</td><td>Number of Projects</td><td>Points Scored</td><td rowspan="3">10</td></tr><tr><td>5+ years</td><td>4</td><td>Trade Qualification</td><td>3</td><td>Completed 3 or more similar projects</td><td>3</td></tr><tr><td>3-4 years</td><td>3</td><td>No Relevant Qualification Submitted</td><td>0</td><td>Completed 2 similar projects</td><td>2</td></tr></table>								Job Description	Relevant Post Qualification Experience		Required Qualifications		Project Experience		Max Points	Site Agent	Number of years	Points scored	Qualification	Points Scored	Number of Projects	Points Scored	10	5+ years	4	National Diploma Civil Engineering / Building or relevant B-degree	3	Completed 3 or more similar projects	3	3-4 years	3	No Relevant Qualification Submitted	0	Completed 2 similar projects	2	General Foreman	Number of years	Points scored	Qualification	Points Scored	Number of Projects	Points Scored	10	5+ years	4	Trade Qualification	3	Completed 3 or more similar projects	3	3-4 years	3	No Relevant Qualification Submitted	0	Completed 2 similar projects	2
Job Description	Relevant Post Qualification Experience		Required Qualifications		Project Experience			Max Points																																															
Site Agent	Number of years	Points scored	Qualification	Points Scored	Number of Projects	Points Scored		10																																															
	5+ years	4	National Diploma Civil Engineering / Building or relevant B-degree	3	Completed 3 or more similar projects	3																																																	
	3-4 years	3	No Relevant Qualification Submitted	0	Completed 2 similar projects	2																																																	
General Foreman	Number of years	Points scored	Qualification	Points Scored	Number of Projects	Points Scored		10																																															
	5+ years	4	Trade Qualification	3	Completed 3 or more similar projects	3																																																	
	3-4 years	3	No Relevant Qualification Submitted	0	Completed 2 similar projects	2																																																	

	Job Description		Relevant Post Qualification Experience		Required Qualifications		Project Experience		Max Points
	Safety Agent	Number of years	Points scored	Qualification	Points Scored	Number of Projects	Points Scored	10	
		5+ years	4	Relevant Safety Qualification	3	Completed 3 or more similar projects	3		
		3-4 years	3	No Relevant Qualification Submitted	0	Completed 2 similar projects	2		
	Carpenter	Number of years	Points scored	Qualification	Points Scored	Number of Projects	Points Scored	10	
		5+ years	4	Relevant Trade Qualification in carpentry (Mandatory)	3	Completed 3 or more similar projects	3		
		3-4 years	3	No Relevant Qualification Submitted	0	Completed 2 similar projects	2		
	Electrician (Wire Man's License is mandatory)	Number of years	Points scored	Qualification	Points Scored	Number of Projects	Points Scored	10	
		5+ years	4	Relevant Trade Qualification in Electrical Engineering (Mandatory)	3	Completed 3 or more similar projects	3		
		3-4 years	3	No Relevant Qualification Submitted	0	Completed 2 similar projects	2		

	TENDERER	WEIGHT												
	<u>Schedule B: Work experience of Tenderer</u> Tenderers must provide details of their previous relevant experience in the in returnable schedule T2.2.11 similar project experience as the work tendered for i.e. refurbishment of buildings, roof refurbishment or basement repairs (waterproofing) in the past 8 years. Successful Completion Certificates to be attached or signed reference letters of successful completion by Client on their letterhead. <table> <tr> <th></th> <th>Total</th> </tr> <tr> <td>One Similar project completed successfully</td> <td>5</td> </tr> <tr> <td>Two Similar projects completed successfully</td> <td>10</td> </tr> <tr> <td>Three Similar projects completed successfully</td> <td>15</td> </tr> <tr> <td>Four Similar projects completed successfully</td> <td>20</td> </tr> <tr> <td>Five Similar projects completed successfully</td> <td>25</td> </tr> </table> NB: Please note that no appointment letters or Purchase Orders will be accepted as proof of successful completion.		Total	One Similar project completed successfully	5	Two Similar projects completed successfully	10	Three Similar projects completed successfully	15	Four Similar projects completed successfully	20	Five Similar projects completed successfully	25	25
	Total													
One Similar project completed successfully	5													
Two Similar projects completed successfully	10													
Three Similar projects completed successfully	15													
Four Similar projects completed successfully	20													
Five Similar projects completed successfully	25													
	<u>Schedule C: Project Plan</u> Bidder to provide an elaborate project plan with evidence of capability that addresses the following: <table> <tr> <th>Project Plan requirements</th> <th>Points scored</th> </tr> <tr> <td> ❖ Capacity to execute the works. List the available plant and the list should include the following but not limited to: 1 LDV Bakkie/ or suitable (a must) 10m long, 7m high scaffolding. 5m³ skip 4.5 kVA Power Generator NB: Tenderers will be required to provide details of the relevant plant they own or intend on procuring for this project in returnable schedule T2.2.13 </td> <td>3</td> </tr> <tr> <td> ❖ Technical Approach and Methodology. The approach should outline the following but not limited to: - Project execution plan - Clear understanding of project scope - Construction Methodology - Materials quality control method </td> <td>4</td> </tr> <tr> <td> ❖ Work Plan in form of a Gantt Chart showing tasks, project duration and resources. </td> <td>3</td> </tr> <tr> <td> ❖ Risk management defining problems predicted and planned solutions. </td> <td>2</td> </tr> </table>	Project Plan requirements	Points scored	❖ Capacity to execute the works. List the available plant and the list should include the following but not limited to: 1 LDV Bakkie/ or suitable (a must) 10m long, 7m high scaffolding. 5m³ skip 4.5 kVA Power Generator NB: Tenderers will be required to provide details of the relevant plant they own or intend on procuring for this project in returnable schedule T2.2.13	3	❖ Technical Approach and Methodology. The approach should outline the following but not limited to: - Project execution plan - Clear understanding of project scope - Construction Methodology - Materials quality control method	4	❖ Work Plan in form of a Gantt Chart showing tasks, project duration and resources.	3	❖ Risk management defining problems predicted and planned solutions.	2	15		
Project Plan requirements	Points scored													
❖ Capacity to execute the works. List the available plant and the list should include the following but not limited to: 1 LDV Bakkie/ or suitable (a must) 10m long, 7m high scaffolding. 5m³ skip 4.5 kVA Power Generator NB: Tenderers will be required to provide details of the relevant plant they own or intend on procuring for this project in returnable schedule T2.2.13	3													
❖ Technical Approach and Methodology. The approach should outline the following but not limited to: - Project execution plan - Clear understanding of project scope - Construction Methodology - Materials quality control method	4													
❖ Work Plan in form of a Gantt Chart showing tasks, project duration and resources.	3													
❖ Risk management defining problems predicted and planned solutions.	2													

	<table><tr><th>❖ Project Plan requirements</th><th>Points scored</th></tr><tr><td>❖ Quality management showing traceable quality inspection / checklist during construction and commissioning.</td><td>2</td></tr><tr><td>❖ Value-added service that the bidder can add to this project. (Any additional information not addressed above that adds value to the project)</td><td>1</td></tr></table> <table><tr><th>Scoring</th><th>Points</th><th>Technical approach and methodology</th></tr><tr><td>Satisfactory</td><td>5</td><td>Project plan is generic and not tailored to address the specific project objectives. Does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed is too generic.</td></tr><tr><td>Good</td><td>10</td><td>Project plan is specifically tailored to address the specific project objectives and methods of work. The plan is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk is specifically tailored to the critical characteristics of the project.</td></tr><tr><td>Very Good</td><td>15</td><td>The most important issues are exceptionally approached in an innovative and efficient way. Project plan details ways to improve the project outcomes and the quality of the outputs.</td></tr></table>	❖ Project Plan requirements	Points scored	❖ Quality management showing traceable quality inspection / checklist during construction and commissioning.	2	❖ Value-added service that the bidder can add to this project. (Any additional information not addressed above that adds value to the project)	1	Scoring	Points	Technical approach and methodology	Satisfactory	5	Project plan is generic and not tailored to address the specific project objectives. Does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed is too generic.	Good	10	Project plan is specifically tailored to address the specific project objectives and methods of work. The plan is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk is specifically tailored to the critical characteristics of the project.	Very Good	15	The most important issues are exceptionally approached in an innovative and efficient way. Project plan details ways to improve the project outcomes and the quality of the outputs.	
❖ Project Plan requirements	Points scored																			
❖ Quality management showing traceable quality inspection / checklist during construction and commissioning.	2																			
❖ Value-added service that the bidder can add to this project. (Any additional information not addressed above that adds value to the project)	1																			
Scoring	Points	Technical approach and methodology																		
Satisfactory	5	Project plan is generic and not tailored to address the specific project objectives. Does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed is too generic.																		
Good	10	Project plan is specifically tailored to address the specific project objectives and methods of work. The plan is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk is specifically tailored to the critical characteristics of the project.																		
Very Good	15	The most important issues are exceptionally approached in an innovative and efficient way. Project plan details ways to improve the project outcomes and the quality of the outputs.																		
	<u>Schedule D: Safety Plan</u> Bidder to provide an elaborate safety plan with evidence of capability that addresses the following: <table><tr><th>Safety plan requirements</th><th>Points scored</th></tr><tr><td>❖ Administrative procedures the contractor envisages to use in implementing and maintaining the Safety Plan for the construction site.</td><td>2</td></tr><tr><td>❖ How continuous assessment of the safety plan will be assessed and implemented for the construction site.</td><td>2</td></tr><tr><td>❖ Control systems the contractor envisages implementing on site to support his safety program.</td><td>2</td></tr><tr><td>❖ How the contractor will ensure that he adheres to the construction regulations regarding competent persons for appointments.</td><td>2</td></tr></table> <table><tr><th>Safety plan requirements</th><th>Points scored</th></tr><tr><td>❖ What external resources the contractor envisages on using to ensure successful implementation and sustainability of the safety plan.</td><td>2</td></tr></table>	Safety plan requirements	Points scored	❖ Administrative procedures the contractor envisages to use in implementing and maintaining the Safety Plan for the construction site.	2	❖ How continuous assessment of the safety plan will be assessed and implemented for the construction site.	2	❖ Control systems the contractor envisages implementing on site to support his safety program.	2	❖ How the contractor will ensure that he adheres to the construction regulations regarding competent persons for appointments.	2	Safety plan requirements	Points scored	❖ What external resources the contractor envisages on using to ensure successful implementation and sustainability of the safety plan.	2	10				
Safety plan requirements	Points scored																			
❖ Administrative procedures the contractor envisages to use in implementing and maintaining the Safety Plan for the construction site.	2																			
❖ How continuous assessment of the safety plan will be assessed and implemented for the construction site.	2																			
❖ Control systems the contractor envisages implementing on site to support his safety program.	2																			
❖ How the contractor will ensure that he adheres to the construction regulations regarding competent persons for appointments.	2																			
Safety plan requirements	Points scored																			
❖ What external resources the contractor envisages on using to ensure successful implementation and sustainability of the safety plan.	2																			

	WEIGHT PER SCHEDULE	MIN	MAX
	Schedule A: Key Personnel / Project Team	30	50
	Schedule B: Previous experience	15	25
	Schedule C: Project Plan	10	15
	Schedule D: Safety Plan	5	10
	TOTAL	70	100

Clause Number	Tender Data
F.3.12.	The contractor is requested to submit proof of insurances
F.3.13.	Acceptance of Tender Offer <i>A. Add the following:</i> Tender offers will only be accepted if: - the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; - the tenderer is registered with the CIDB with an appropriate category of registration; - the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; - the tenderer has not: - abused the Employer's Supply Chain Management System; or - failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months; - failed to perform on any previous contract and has been given a written notice to this effect; - the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process. Notification of Decision and Appeal Period If the Supply Chain Management Tender Adjudication Committee has resolved that a tender be accepted, the successful and unsuccessful tenderers shall be notified in writing of this decision. Section 62 of the Local Government Municipal Systems Act 2000 (No. 32 of 2000) gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision. Any tenderer wishing to exercise this right, must submit their appeal in writing to Mr. Poonyane Morule: Acting Senior Manager - Infrastructure, marked for the attention of the Acting Senior Manager. The format of the appeal must: - set out the reasons for the appeal; - state in which way the appellant's rights have been affected by the decision; - state the remedy sought, and - be accompanied by a copy of the notification advising the tenderer of the decision of the Supply Chain Management Tender Adjudication Committee. Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000). The notification of the decision sent to the successful tenderer is not acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work. The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Agriculture Research Council's appeals process.
F.3.17	Provide Copies of the Contracts <i>Add the following:</i> The number of paper copies of the signed contract to be provided by the Employer is one.

T1.2.3 Additional Conditions of Tender

The additional conditions of tender are:

T1.2.3.1 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with the tender, appended to Schedule B5, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover *inter-alia* the following details:

- 1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- 2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- 3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- 4) Regular monitoring procedures to be performed.
- 5) Regular liaison, consultation and review meetings with all parties.
- 6) Site security, welfare facilities and first aid.
- 7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in this Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

T1.2.3.2 Eligibility with Respect to Expanded Public Works Programme

This tender qualifies for consideration as an Expanded Public Works Programme project and maximum use of local labour as stated below.

Labour Intensive Construction/use of Local Labour

It is the requirement of the tender that the work be executed in such a manner as to maximise the use Of labour in order to provide the local community with employment opportunities (where applicable).

The contractor will also be required to report monthly on the amount of local labour in accordance with the Municipal infrastructure Grant programme and EPWP programme reporting formats which will be provided to the successful contractor.

T1.2.3.3 Claims Arising after Submission of Tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations

or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.

- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

T1.2.3.4 Imbalance in Tendered Rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

T1.2.3.5 Community Liaison Officer

It is a requirement of this Contract that a Community Liaison officer (CLO) be appointed for the area represented by the Tender. The function of the CLO shall be to represent the local community in matters concerning the use of local labour on the works and to assist with and facilitate communication between the Contractor, the Employer's Agent and the local communities.

The period of appointment of the CLO shall be as stated in the Contract for Temporary Employment as a Community Liaison officer referred to below. The date of commencement of temporary employment of the CLO shall be as agreed with the Employer's Agent.

The identification of the approved CLO to be appointed by the Contractor under the Contract shall be resolved by the Contractor, the particular Ward Councillors in collaboration with the Local Community in the form of a Project Steering Committee. It will be required, therefore, that the successful Tenderer (i.e. the Contractor) enter into a contract for the employment of the above-mentioned CLO, the parties to which will be the Contractor, the Local Authority and the CLO.

To this end a specimen Form of Contract for the Temporary Employment as a Community Liaison Officer is included in this document; this Form of Contract sets out, inter alia, the agreement between the parties, the duties and conditions of employment of the CLO (including the rate of remuneration to be paid).

As said contract will be between the Contractor and the CLO, all costs involved shall be borne by the Contractor and the tender shall be deemed to include for this.

Further to all of the above, the Tenderer/Contractor is referred to the relevant items contained in the Special Conditions of Contract and the relevant Annexure included in the Contract Document

T1.2.3.6 Invalid Tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document;
- b) if the tender is not completed in non-erasable ink;
- c) if the offer has not been signed;
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.

T1.2.3.7 Negotiations with Preferred Tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

T1.2.3.8 General Supply Chain Management Conditions Applicable to Tenders

The successful tenderer will be required to enter into a Performance Management Agreement with the Employer. Tenderers are also required to indemnify the Employer from and against the liabilities stated in this document.

T1.2.3.9 Combating Abuse of the Supply Chain Management Policy

Tenderers are required to complete Schedule T2.2.2 COMPULSORY ENTERPRISE QUESTIONNAIRE in full.

T1.2.3.10 UIF Payments

The Tenderer shall submit to the Employer a letter from the Department of Labour indicating his/her good standing with regard to UIF payments upon being requested to do so.

T1.2.3.11 Registration with Bargaining Council

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette.

T1.2.3.12 Price Variations

Refer to Clause 6.8.2 and Clause F.2.10.3 of Contract Data to ascertain whether Contract Price Adjustment will apply to this contract.

AGRICULTURE RESEARCH COUNCIL



THE TENDER:

PART T2: RETURNABLE DOCUMENTS

PART T2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

The Tenderer must complete the following returnable documents:

- T2.2.1 Record of Addenda to Tender Documents
- T2.2.2 Compulsory Enterprise Questionnaire
- T2.2.3 Authority of Signatory
- T2.2.4 Proposed Amendments and Qualifications
- T2.2.5 Declaration of Interest
- T2.2.6 Preference Points Claim Form (SBD 6.1)
- T2.2.7 Declaration Certificate For Local Production And Content (SBD 6.2)
- T2.2.8 Declaration of Tenderer's Past Supply Chain Management Practices
- T2.2.9 Certificate of Independent Bid Determination
- T2.2.10 Schedule A: Key Personnel/Project Team
- T2.2.11 Schedule B: Work Experience of Tenderer
- T2.2.12 Schedule C: Project Plan
- T2.2.13 Schedule D: Safety Plan
- T2.2.14 Schedule of Proposed Subcontractors
- T2.2.15 Certificate of Tenderers Attendance at the Clarification Meeting
- T2.2.16 Tax Clearance Certificate or a copy of tax compliance status (TCS)
- T2.2.17 B-BBEE Certification
- T2.2.18 Certificate of Contractors Registration issued by the Construction Industry Development Board
- T2.2.19 Form Concerning Fulfilment of The Construction Regulations 2003
- T2.2.20 Occupational Health and Safety Declaration

A check list has been provided to ensure the necessary documents have been submitted. All returnable schedules must be submitted in a **separately bound document** together with the tender document in 1 envelope.

T2.1.1 Check List for Tender Submission

The Tenderer is to indicate in the checkboxes provided that he has completed the required section of the tender document. Completion of this checklist will assist the Tenderer in ensuring that he has attended to all the required items for submission with this tender.

SECTION	DESCRIPTION	COMPLETED		FOR OFFICE USE		
		YES	NO	YES	NO	COMMENT
T2.2.1	Record of Addenda to Tender Documents					
T2.2.2	Compulsory Enterprise Questionnaire					
T2.2.3	Authority of Signatory					
T2.2.4	Proposed Amendments and Qualifications					
T2.2.5	Declaration of Interest					
T2.2.6	Preference Points Claim Form (SBD 6.1)					
T2.2.7	Declaration Certificate for Local Production and Content (SBD 6.2)					
T2.2.8	Declaration of Tenderer's Past Supply Chain Management Practices					
T2.2.9	Certificate of Independent Bid Determination					
T2.2.10	Schedule A: Key Personnel/Project Team					
T2.2.11	Schedule B: Work Experience of Tenderer					
T2.2.12	Schedule C: Project Plan					
T2.2.13	Schedule D: Safety Plan					
T2.2.14	Schedule of Proposed Subcontractors					
T2.2.15	Certificate of Tenderers Attendance at the Clarification Meeting					
T2.2.16	Tax Clearance Certificate or a copy of tax compliance status (TCS)					
T2.2.17	B-BBEE Certification					
T2.2.18	Certificate of Contractors Registration issued by the Construction Industry Development Board					
T2.2.19	Form Concerning Fulfilment of The Construction Regulations 2003					
T2.2.20	Occupational Health and Safety Declaration					

PART T2: RETURNABLE DOCUMENTS**T2.2 Returnable Schedules****T2.2.1 Record of Addenda to Tender Documents**

Any Addenda received by the tenderer should be indicated in this schedule (and attached to this page).

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2.2 Compulsory Enterprise Questionnaire

The validity of the information supplied in this document will be verified before the contract is awarded to the selected Contractor. The Contractor **must** supply the following information.

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: Turnover – Approximate turnover for each of the past three years		
Year 2019	R.	
Year 2020	R.	
Year 2021	R.	
Anticipated turnover for 2021 R.		
Section 7: Management and manpower resources		
Number of Supervisors		
Number of Labourers		
Number of Operators		
Other Personnel (Specify)		
Total number permanent employees		
Total number contract employees		

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW. T2.2 Returnable Schedules

Signed

Date

Name

Position

Tenderer

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW. T2.2 Returnable Schedules

T2.2.3 Authority for Signatory

All signatories, **excluding sole proprietors**, shall confirm their authority by **attaching to the separate bound document of returnable schedules** a duly signed and dated original or certified copy of the relevant resolution of their meeting of members or their board of directors, as the case may be, or by completing one of the following:

T2.2.3.1 Companies / Close Corporations

FORM TO BE COMPLETED:

"By resolution of the board of directors or meeting of members passed on ,
(Mr/Me.)..... has been duly authorised to sign all documents in connection
with the Bid for *Contract number*. and any Contract, which may arise there from
on behalf of the Bidding Entity, namely,

SIGNED ON BEHALF OF THE BIDDING ENTITY: NAME:
SIGNATURE:

IN HIS/HERS CAPACITY AS:

DATE:

AUTHORISED PERSON'S SPECIMEN SIGNATURE:

AUTHORISED PERSON'S SPECIMEN INITIAL:

*AND/OR (SIGNATURE). (INITIAL)

*AND/OR (SIGNATURE). (INITIAL)

*AND/OR

*AND/OR

* DELETE WHICH IS NOT APPLICABLE

AS WITNESS: 1.

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW. T2.2 Returnable Schedules

T2.2.3.2 Certificate of Authority for Joint Ventures

FORM TO BE COMPLETED:

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms , authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner CIDB registration no		Signature. Name Designation.....
 CIDB registration no		Signature. Name Designation.....
 CIDB registration no		Signature. Name Designation.....
 CIDB registration no		Signature. Name Designation.....

Signed

Date

Name

Position

As Witness

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW. T2.2 Returnable Schedules

T2.2.3.3 Joint Venture Information

(Complete only if applicable)

The parties hereto form a Joint Venture for the purpose of jointly bidding and obtaining the award of contract for "Roof repairs for the Analytical Services Building at ARC-ISCW" (hereinafter called the "Project") and of jointly performing such contract under joint and several responsibility.

The share of the partners in the Joint Venture shall be:

Full Name and address of Lead enterprise

..... %

.....

Full Name and address of 2nd enterprise

..... %

.....

Full Name and address of 3rd enterprise

..... %

.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partners shall supply, in its name, Professional Liability Insurance for the amount and period as stated in the Contract Data.

The Joint Venture may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

or

The work undertaken by the Joint Venture under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the ARC or any other party for the Project, either alone or in collaboration with a third party.

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW. T2.2 Returnable Schedules

Authorised Signature Lead Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 2nd Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 3rd Partner.....

Name

Designation

Signed at..... on

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW. T2.2 Returnable Schedules

T2.2.4 Proposed Amendments and Qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a Tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

Any and each qualification, which entails an omission from, or alternative to the works shall have the value of such omission or alternative clearly priced. The Employer's Agent may, at his discretion, direct that the works shall be performed as specified, in which case the contract amount shall be adjusted according to the value declared in the associated qualification.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

Signed

Date

Name

Position

Tenderer

T2.2.5 Declaration of Interest

SBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

¹SCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of 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);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW. T2.2 Returnable Schedules

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....
.....

4. Full details of directors / trustees / members / shareholders.

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW. T2.2 Returnable Schedules

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

T2.2.6 Preference Points Claim Form**SBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2
- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
 - b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

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

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

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

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW. T2.2 Returnable Schedules

Non-compliant contributor	0	0
---------------------------	---	---

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW. T2.2 Returnable Schedules

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:

List of shareholders by Name, Position, Identity number, Citizenship, HDI status and ownership as relevant.

Name	Date/Position Occupied in Enterprise	ID Number (please attached certified copies of ID's)	Date RSA Citizenship obtained	HDI	Women	Disabled	Youth (person not older than 35 years of age)

List of Shareholders by Name, Percentage (%) of Business/Enterprise Owned, Residential Address

Full Name	Identity (ID) Number (Please Attach Certified Copies of ID's)	% of Business/Enterprise Owned	Residential Address

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

T2.2 Returnable Schedules

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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

T2.2.7 Declaration Certificate For Local Production And Content (SBD 6.2)

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/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 Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Use of Local SMME's	25%
Fabricated Structural Steel	100%
Joining/Connecting Components	100%
Roof and Cladding	100%
Fasteners	100%
Wire Products	100%
Ducting and Structural Steelwork	100%
Gutters, downpipes & lauders	100%
Plates	100%
Sections	100%
Reinforcing bars	100%
Electrical and Telkom Cables	
Power Cables - Low Voltage	90%
Low Cost Reticulation	90%
Valves products and actuators	70%
Residential Electricity Meters - Post Paid	70%
Pumps, Medium Voltage (MV) Motor and Associated Accessories	70%
Check Valves-Low pressure (80mm-3500mm) PN6 - PN25	70%
Ball Valves-Low pressure (20mm-300mm) PN10 - PN25	70%
Gate Valves-Low pressure (15mm-1800mm) PN6 - PN25	70%
Taps, Cocks-Low pressure (Full Range)	70%
Fire Hydrants (Underground) Fire Deluge Valve	70%
Pressure Reducing Valve (PRV) (Self-Regulating Valve)	70%
Air valve (Vacuum release valve)	70%

CIDB CLASSES OF WORKS	
CODE	CLASSES OF WORK
GB	General Building
CE	Civil Engineering
EB	Electrical Engineering Works - Building
ME	Mechanical Engineering
SC	Building excavations, lateral earth support
SF	Fire prevention and protection systems
SL	Structural steelwork fabrication and erection

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

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

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

T2.2 Returnable Schedules

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

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

T2.2 Returnable Schedules

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

IN RESPECT OF BID NO. ISSUED BY: AGRICULTURE RESEARCH COUNCIL

NB

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned,(full names),

Do hereby declare, in my capacity
as
of

.....
(name of Tenderer entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the tender is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

DATE:

WITNESS No. 1.....

DATE:

WITNESS No. 2.....

DATE:

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

T2.2 Returnable Schedules

T2.2.8 Declaration of Tenderer's Past Supply Chain Management Practices**SBD 8**

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐
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 ☐	No ☐
4.3.1	If so, furnish particulars:		

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

T2.2 Returnable Schedules

Item	Question	Yes	No
4.4	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 ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

Certification:

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

Signed Date

Name Position

Tenderer

T2.2.9 Certificate of Independent Bid Determination

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

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:

AGRICULTURE RESEARCH COUNCIL

(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

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

SBD 9

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

T2.2 Returnable Schedules

T2.2.10 Schedule A:Key Personnel/Project Team

The Tenderer shall list below the key personnel, whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and value of the work undertaken.

A CV for each of the key personnel indicated and a certified copy of their qualification certificates must be **attached in the separately bound document with all the returnable schedules.**

Designation	Name of Nominee	Summary of		HDI Status	NQF 7 Certified
		Qualifications	Experience and Present Occupation	Yes/No	Yes/No
Site Agent					
General Foreman					
Safety Agent					
Carpenter					
Electrician					
Other (Indicate					

Signed

Date

Name

Position

Tenderer
CV Template

Provide separate CV's for each personnel listed in schedule: T2.2.12 Key Personnel/Project Team. The

The CV's must be **attached in the separately bound document with all the returnable schedules.**

Name:		Date of Birth:	
Profession:		Nationality:	
Qualifications:			
Professional Registration Number:			
Name of Employer (firm):			
Current Position:		Years with Firm:	
Employment Record:			
Experience Record Pertinent to Required Service:			
Related Project:			
Related Project:			
Related Project:			

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

.....
Date

Name:		Date of Birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number:		
Name of Employer (firm):		
Current Position:		Years with Firm:
Employment Record:		
Experience Record Pertinent to Required Service:		
Related Project:		
Related Project:		
Related Project:		

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

.....
Date

Name:		Date of Birth:	
Profession:		Nationality:	
Qualifications:			
Professional Registration Number:			
Name of Employer (firm):			
Current Position:		Years with Firm:	
Employment Record:			
Experience Record Pertinent to Required Service:			
Related Project:			
Related Project:			
Related Project:			

.....
Date

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

T2.2 Returnable Schedules

T2.2.11 Schedule B: Work Experience of Tenderer

Provide the following information on **relevant previous experience**. Indicate comparable projects in Building Construction work executed in the past 8 years. This information is material to the award of the Contract.

No points will be awarded if reference cannot be reached or if it refuses to supply information. Give at least two (2) names and telephone numbers and e-mail address per reference.

Completion certificates or a verification letter of successful completion by the client must be **attached in the separately bound document with all the returnable schedules**.

THE FOLLOWING TABLE MUST BE COMPLETED

EMPLOYER (Name, Tel no and Email	CONSULTING EMPLOYER'S AGENT (Name, Tel no and Email)	NATURE OF WORK CARRIED OUT PREVIOUSLY	VALUE OF WORK	YEAR OF COMPLETION
PROJECT 1:				
Name 1:	Name 1:	Related Works:		
Tel:	Tel:	Description:		
Email:	Email:			
Name 2:	Name 2:			
Tel:	Tel:			
Email:	Email:			

PROJECT 2:				
Name 1:	Name 1:	Related Works		
Tel:	Tel:	Description:		
Email:	Email:			
Name 2:	Name 2:			
Tel:	Tel:			
Email:	Email:			

PROJECT 3				
Name 1:	Name 1:	Related Works:		
Tel:	Tel:	Description:		
Email:	Email:			
Name 2:	Name 2:			
Tel:	Tel:			
Email:	Email:			

PROJECT 4				
Name 1:	Name 1:	Related Works:		
Tel:	Tel:	Description:		
Email:	Email:			
Name 2:	Name 2:			
Tel:	Tel:			
Email:	Email:			

PROJECT 5	Name 1:	Related Works:		
Name 1:	Tel:	Description:		
Tel:	Email:			
Email:	Name 2:			
Name 2:	Tel:			
Tel:	Email:			
Email:				

T2.2.12 Schedule C: Project Plan

Bidder to provide an elaborate project plan with evidence of capability that addresses the following:

- a. Capacity to execute the works. List the available plant and the list should include the following but not limited to:
 - o 1 LDV Bakkie/ or suitable **(Mandatory)**
 - o 10m long, 7m high scaffolding.
 - o 5m³ skip
 - o 4.5 kVA Power Generator

Details of major equipment that is owned by/ hired and immediately available for this contract

CONSTRUCTION PLANT AVAILABLE				
Description	Size	Capacity	Number	When Available / Hired

- b. Technical Approach and Methodology.
- c. Work Plan.
- d. Risk management.
- e. Quality management.
- f. Value-added service.

A copy of the Project Plan must be attached in the **separately bound document with all the returnable schedules.**

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2.13 Schedule D: Safety Plan

Bidder to provide an elaborate Safety Plan with evidence of capability that addresses the following:

- a. Administrative procedures the contractor envisages to use in implementing and maintaining the Safety Plan for the construction site.
- b. How continuous assessment of the safety plan will be assessed and implemented for the construction site.
- c. Control systems the contractor envisages implementing on site to support his safety program.
- d. How the contractor will ensure that he adheres to the construction regulations regarding competent persons for appointments.
- e. What external resources the contractor envisages on using to ensure successful implementation and sustainability of the safety plan.

A copy of the Safety Plan must be attached in the **separately bound document with all the returnable schedules.**

Signed Date

Name Position

Tenderer

T2.2.14 Schedule of Proposed Local Subcontractors

Provide details on all the work you intend to sub-contract on this contract:

LOCAL SUBCONTRACTORS		
Work Type	Items of work (pay items) to be undertaken by the Subcontractor	Estimated Cost of Work (Rand)
A) SUBTOTAL FOR LOCAL SUB-CONTRACTORS (Excluding VAT) R		
B) TOTAL CONTRACT VALUE (Excluding VAT) R		
PERCENTAGE OF CONTRACT VALUE FOR LOCAL SUB-CONTRACTORS		

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

The tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Employer's Agent.

Tenderers must ensure that the amount of sub-contractor work correlates with the percentage provided in Schedule T2.2.6 Preference Points Claim Form (SBD 6.1) and will be subject to the conditions contained therein.

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

T2.2 Returnable Schedules

It is a requirement of this contract that the appointed subcontractor shall subcontract between 15% and 30% of the work. The subcontract value shall include local labour, local resources and certain work packages.

Should the actual percentage of the Contract Value for Local Sub-Contractors be less than stated in this form the Employer reserves the right to deduct an amount from the payment due to the contractor by applying a deduction formula as contained in **Error! Reference source not found.** of the Contract Data.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SUBCONTRACTING AFTER AWARD OF TENDER

12. (1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.

(2) A person awarded a contract in relation to a designated sector, may not subcontract 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.

(3) A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

T2.2 Returnable Schedules

T2.2.15 Certificate of Tenderers Attendance at the Clarification Meeting

This is to certify that I, *(name in print)*.....,

representative of (Tenderer).....

.....
of (address).....

.....
Telephone number

Fax number

visited and inspected the Site / Attended Clarification Meeting on (date)

in the company of (Employer's Agent/Employer's Agent's Representative)
.....

SIGNATURE OF TENDERER'S REPRESENTATIVE:

T2.2.16 Tax Clearance Certificate

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

AGRICULTURE RESEARCH COUNCIL

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

T2.2 Returnable Schedules

ATTACH TAX CLEARANCE CERTIFICATE / TAX COMPLIANCE STATUS (TCS) DOCUMENT.

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

T2.2 Returnable Schedules

T2.2.17 B-BBEE Certification

Tenderers Company Name	
B-BBEE Level	
Expiry Date	

A copy of the B-BBEE Certificate must be attached in the **separately bound document with all the returnable schedules.**

Signed Date

Name Position

Tenderer

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

T2.2 Returnable Schedules

T2.2.18 Certificate of Contractors Registration Issued by the Construction Industry Development Board

The Tenderer shall attach **in the separately bound document with all the returnable schedules**, the Contract's Certificate of Registration with CIDB. Failure to submit the certificate with the tender document will lead to the conclusion that the Tenderer is not registered with the CIDB and therefore not eligible to tender.

Tenderers who have made application to CIDB for registration and are capable of being so registered prior to the evaluation of submission must attach a notification from CIDB that their application is being considered.

Tenderers Company Name	
CIDB Registration Number	
Contractors Grading	

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

T2.2 Returnable Schedules

T2.2.19 Form Concerning Fulfilment of The Construction Regulations 2003

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	
NO	

2. Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - specify:	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

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

4. Provide details of proposed training (if any) that will be undergone:

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

5. Potential key risks identified and measures for addressing risks:

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

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

T2.2 Returnable Schedules

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

(Tick)

YES	
NO	

Signed

Date

Name

Position

Tenderer

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

T2.2 Returnable Schedules

T2.2.20 Occupational Health and Safety Declaration

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

To that effect a person duly authorized by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I will be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHSA 1993 Construction Regulations 2003 (*example attached hereafter*) before I will be allowed to proceed with any work under the contract.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

T2.2 Returnable Schedules

The following documentation should also be provided with the tender:

1. **Management Structure including organogram.**
2. **Human Resource Plan.**
3. **Registration with Workman's Compensation / Letter of Good Standing from the Compensation Commissioner or licensed compensation insurer.**

Declaration

I/we Declare that the above information provided is correct.

Signed Date

Name Position

Tenderer

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

T2.2 Returnable Schedules

**FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003**

[In terms of Regulation 3 of the Construction Regulations 2003, the successful Tenderer must complete and forward this form prior to commencement of work to the office of the Department of Labour.]

1. (a) Name and postal address of Contractor:
-
- (b) Name of Contractor's contact person:
- Telephone number:
2. Contractor's compensation registration number:
3. (a) Name and postal address of client:
-
- (b) Name of client's contact person or agent:
- Telephone number
4. (a) Name and postal address of designer(s) for the project:
-
- (b) Name of designer's contact person:
- Telephone number
5. Name of Contractor's construction supervisor on site appointed in terms of
Regulation 6(1):
- Telephone number:
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).
.....
7. Exact physical address of the construction site or site office:.....
-
8. Nature of the construction work:
-
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
12. Planned number of subcontractors on the construction site accountable to Contractor:
13. Name(s) of subcontractors already chosen:
-

SIGNED BY:

CONTRACTOR:..... DATE:.....

IDENTITY NUMBER:.....

CLIENT:..... DATE:.....

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

T2.2 Returnable Schedules

DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE

GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

AGRICULTURE RESEARCH COUNCIL



THE CONTRACT:

PART C1: AGREEMENTS AND CONTRACT DATA

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.1.1 Form of Offer

(Note: The Appendix, Annexures & Reports Form Part of the Tender)

THIS FORM MUST BE FILLED IN BY THE TENDERER AND MUST BE SIGNED AT TIME OF SUBMISSION OF THE TENDER

The Employer identified in the Acceptance signature block has solicited offers to enter into a contract for:

Tender No :

Description of Works : **ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW**

The Tenderer, identified in the Offer signature block, has examined the General and the Special Conditions of Contract, Specifications, Drawings, and Schedule of Quantities for the works: **ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW**. I/We offer to construct, complete and remedy any defects in the said Works in conformity with the General and the Special Conditions of Contract, Specifications, Drawings and Schedule of Quantities, save as amended by Alterations by Tenderer (if any) attached hereto, for the sum of:

Description	Tendered Amount	VAT @ 15%	Amount (Incl. VAT)
ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW			

In words R.....
.....

or such other sum as may be ascertained in accordance with the terms of the contract.

Our proposed construction period as from site handover is:

Description	Construction Period (3 Months)
ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW	

My/Our offer/s remains binding upon me and open for acceptance by the purchaser/client during the validity period (90 days) indicated and calculated from the closing time of tender.

- I/We confirm that we have satisfied ourselves as to the correctness and validity of my tender; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I/We accept that any mistakes regarding price(s) and rate(s) and calculations will be at my/our own risk.

In the event of there being any errors of extension or addition in the priced Schedule of Quantities, I/We/we agree to their being corrected by you or by the Employer's Agent acting on your behalf, the rates being taken as correct and the tender amount be adjusted accordingly.

2. I/We confirm that Escalation will be applicable on Special Materials on this contract and will be calculated as per Contract Data & The Conditions of Contract are the JBCC Principal Building Agreement (May 2018, Edition 6.2)
3. I/We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract. I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated in the Appendix adjusted in terms of the Contract.
4. The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

The Construction /Performance Guarantee that I/We propose is:

From (Insurer Name)*1

*1 – Letter of Intent to be provided

5. Unless and until a formal agreement is prepared and executed, this Tender, together with the written acceptance thereof by yourselves or the Employer's Agent acting on your behalf, shall constitute a binding Contract between us.
6. I/We* understand that you are not bound to accept the lowest or any tender you may receive.
7. I/We* confirms that he/she is aware of the suspense condition that the tender amount as mentioned in the tender document is subject to availability of funds to cover the total envisaged expenditure for the tender in question and
8. I/We* further confirms that Agriculture Research Council has the right to cancel the tender prior to award if the funds necessary to cover the total envisaged expenditure of the tender are not available for the current financial year; Agriculture Research Council has the right to reduce the Scope of Work after award and prior to commencement to comply with the available budget
9. I/We declare that I/We have no participation in any collusive practices with any tenderer or any other person regarding this or any other tender.
10. I/We, declare that we fully and unconditionally accept the full authority of the Employer's Agent as the representative of the client on site and understand that any communications to the Institution can only be done through the Employer's Agent, unless, otherwise instructed / authorized by the Employer's Agent. Any disputes between myself, the contractor, and the Employer's Agent will be dealt with by the project manager of the institution working on the particular project.
11. I/We confirm that I/We am duly authorized to sign this contract.

Name (Print)

Capacity

Signature

Name of Company

Date

WITNESSES

1.

2.

Date:

C1.1.2 Form of Acceptance

(To be completed by the Client – Agriculture Research Council on Tender Award)

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

1. We in our capacities as:

Department

Name

Signature

.....

.....

.....

accept your tender under reference number: **ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW** indicated hereunder and/or further specified in the SCHEDULE(s).

2. An official order/ Letter of Appointment indicating delivery instructions are forthcoming.

3. I undertake to make payment for the goods/works delivered/constructed in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the Payment Certificate.

Description	Contract Value (Incl. VAT) (Arithmetically Correct Tender Amount)	Construction Period 3 Months
ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW		

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

The terms of the contract are contained in:

- Part C1: Agreements and Contract Data (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope of Work
- Part C4: Site Information and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)			Date	
Name(s)			Identity Number	
Capacity				
For the Employer				
Name and signature of witness			Date	

1 As an alternative the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-courier delivery / counter-to-counter delivery / door-to-counter delivery / door-to-door delivery / courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

C1.1.3 Schedule of Deviations

Notes:

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

1 Subject

Details

.....

2 Subject

Details

.....

3 Subject

Details

.....

4 Subject

Details

.....

5 Subject

Details

.....

TENDER NO:.....

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

Part C1: Agreements and Contract Data

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

**Name and
Signature of
Witness**

(name and address of organisation)

Date:

For the Employer:

Signature(s)

Name(s)

Capacity

**Name and
Signature of
Witness**

(name and address of organisation)

Date:

C1.2 Contract Data

C1.2.1 Part 1: Data Provided by the Employer

The Conditions of Contract are the JBCC Principal Building Agreement (May 2018, Edition 6.2), published by the Joint Building Contracts Committee. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011-3154140), the Master Builders Association (011-205-9000) the South African Association of Consulting Engineers (011-4632022) or the South African Institute of Architects (011-4860684).

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

Clause	Data
1.1	The Employer is : AGRICULTURE RESEARCH COUNCIL Address (physical) : 1134 Park Street, Hatfield, Pretoria, 0083 Address (postal) : Private Bag X79, Pretoria, 0001 Telephone : 012 310 2500 Facsimile: : VAT registration number : 4140125313
1.2 [6.1]	The Principal Agent is : TECHVOLUTION CONSULTING ENGINEERS PROJECT MANAGERS (PTY) LTD Address (physical) : 1 Lost Trail Street, Nelspruit, 1201 Address (postal) : P.O Box 791 Sonpark, Nelspruit, 1206 Telephone : 013 591 2562 Facsimile : e-mail : admin@techvolution.co.za
1.3 [6.2]	The Agent (1) is : Architect Name : DIVINE ARCHITECTS Address (postal) :101 Central Park, Gerrit Maritz Street, Sonheuwel, 1201 Telephone :013 752 4730 Facsimile :086 293 2403 e-mail : tapiwa@divinearch.co.za
1.4 [6.2]	The Agent (2) is : Quantity Surveyor Name : TAELO QUANTITY SURVEYORS Address (postal) : P.O Box 685, Witkoppen, Gauteng, 2068 Telephone : 083 360 3445 Facsimile : e-mail : taelogs@mail.co.za

Clause	Data
1.10	The Principal Agent named in 1.2 above is responsible for the preparation of the contract data schedule and must be contacted should the tenderer be uncertain of the information provided or to be provided. Failure to complete the contract data schedule in full may result in the tender being disqualified
2.1 [1.7]	The law applicable to this agreement : South Africa
2.1 [1.1]	The works comprise: Roof repairs for the Analytical Services Building at ARC-ISCW.
2.3 [1.1]	The site is situated in: 600 Belvedere Street in Pretoria. The coordinates of the site are 25°44'18.60"S; 28°12'27.30"E
2.4 [12.1.5]	Possession of the site : Approximately 14 days post tender closing
2.5 [12.2.7]	The period for the commencement of the works after the contractor takes possession of the site is 5 working days, provided that all guarantees, insurances, construction permits, etc. are in place as no extension of time will be granted to the Contractor in failing to provide these documents timeously.
2.6 [20.1]	Completion of the works in sections is required: No
2.7 [25.14.2]	Waiver of the contractor's lien or right on continuing possession is required: Yes
2.8 [B 7.0]	Defined restrictions to the site area: The contractor is to adhere to strict working times of 7am – 5pm daily.
2.9 [B 16.0]	Geotechnical investigation of the site has been undertaken: No Geotechnical Investigation required for the works
2.10 [B 7.0]	Existing premises will be occupied: Yes, but works are all external

Clause	Data												
2.11 [B 16.0]	Provision of temporary services is required: YES (As described below)												
	<table> <tr> <th>Service</th><th></th></tr> <tr> <td>Water</td><td>A</td></tr> <tr> <td>Electricity</td><td>A</td></tr> <tr> <td>Telecom</td><td>A</td></tr> <tr> <td>Ablutions</td><td>A</td></tr> <tr> <td colspan="2"> Note: Option A = Contractor at his cost; Option B = Employer free of charge; Option C = Employer metered (contractor cost) </td></tr> </table>	Service		Water	A	Electricity	A	Telecom	A	Ablutions	A	Note: Option A = Contractor at his cost; Option B = Employer free of charge; Option C = Employer metered (contractor cost)	
Service													
Water	A												
Electricity	A												
Telecom	A												
Ablutions	A												
Note: Option A = Contractor at his cost; Option B = Employer free of charge; Option C = Employer metered (contractor cost)													
2.12 [B 16.0]	Protection of existing trees and shrubs is required: Yes - to be identified on site												
3.1 [10.1.1]	Contract works insurance is to be effected by the: • Contractor • For an amount of Contract Sum + 20%												
3.2 [10.1.2]	Supplementary insurance: is to be effected by the • Contractor • For an amount of Contract Sum + 20%												
3.3 [10.1.3]	Public liability insurance is to be effected by the • Contractor • For the sum of R5 million												
4.0 [19.1.2 24.1-3]	For the works as a whole: The date for practical completion is 3 months after possession of the site The penalty per calendar day is R4000												
5.1 [5.6]	Construction documents copies to be supplied to the contractor free of charge: Three copies of the drawings												
5.2 [5.4]	The priced document may be used as a specification of materials and goods and work methods: No												

Clause	Data
5.3	The contractor shall provide a schedule of rates: No (The completed Bills of Quantities must be supplied)
5.4 [3.11]	Changes made to JBCC standard document: Yes - refer to the additions, deletions and alterations to the JBCC Principal Building Agreement as listed under Clause 6.0 below.
5.5	On acceptance of the tender the priced document is to be submitted within: Not Applicable - Fully priced BOQ to be submitted with tender
5.6 [B 10.0]	Work to be undertaken by direct contractors: None anticipated at present, but the Employer has the right to employ direct contractors at a later date.
5.7 [19.3.3]	On achievement of practical completion, the contractor is to hand over: All required manuals etc. related to the works which must include but not limited to: Electrical, Electronic, HVAC, Plumbing & Drainage, Waterproofing, Groundwater Laboratory Test Certificate, Borehole Water Pumps Manual, Geological/Lithological and Hydraulic Information Records for Borehole Drilling process, etc.
5.8 [25.1]	The interim payment certificate: 25th of every month
[25.3.4]	The contract value shall not be adjusted according to CPAP and shall be a fixed priced contract
6.0	CHANGES MADE TO THE STANDARD JBCC DOCUMENT ARE:
	The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement. Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies. The additions, deletions and alterations to the JBCC Principal Agreement are:

Clause	Data
1.0	DEFINITIONS AND INTERPRETATION Clause 1.1 is deemed to be amended by the addition and amendments of the following: Change the Definition of "AGREEMENT" to read as follows: AGREEMENT means the agreement arising from the signing of the Form of Offer and Acceptance by the parties. Change the Definition of "CONSTRUCTION PERIOD" to read as follows: The period commencing on the date of site hand over and ending on the date of practical completion. Change the Definition of "CONTRACT DOCUMENTS" to read as follows: The agreement and all documents referenced therein. The contract documents shall be taken to be mutually explanatory of one another but in the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the JBCC Principal Building Agreement as amended in the contract data shall prevail over all other contract documents. Change the Definition of "CONTRACT SUM" to read as follows: The total of prices in the Form of Offer and Acceptance.
	EXCEPTIONALLY INCLEMENT WEATHER means weather which is not only extreme or severe but exceeding that which, on the evidence of the past ten years, could reasonably been expected.
5.0	DOCUMENTS Clause 5.2 is amended by deleting the following: "Formal signatures are not required to render this agreement binding"
6.0	EMPLOYER'S AGENTS Clause 6.5 is deleted and replaced with the following: 6.5 "Should the principal agent or any agent be unable to act or cease to be an agent, the employer shall inform the contractor of the new principal agent or agent appointed.
7.0	DESIGN RESPONSIBILITY Clause 7.0 is amended by the addition of the following clauses to the end thereof: 7.4 Notwithstanding the provisions of clause 7.2, the contractor is to ensure that nominated, selected or domestic subcontractors shall simultaneously with the signing of the relevant nominated, selected or domestic sub-contract sign and deliver to the employer a design materials and workmanship warranty and undertaking in favour of the employer. 7.5 Any subcontractor whose subcontract involves design work will be required to provide to the employer evidence of "professional indemnity" insurance for such design work. If the contractor fails to obtain the necessary design warranties and / or indemnities from the subcontractors, the design responsibility shall be deemed to devolve upon the contractor"

Clause	Data
9.0	INDEMNITIES Clause 9.1 is amended by the addition of the following clause to the end thereof: 9.1.4 The contractor indemnifies and holds harmless the employer against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the contractor, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by instalments or otherwise shall be included by the contractor in the price and shall be paid by him to those to whom they may be payable. The contractor shall reimburse the employer for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the employer in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the employer is a party.
11.0	SECURITY Clause 11.1 is deleted and replaced with the following clause: 11.1 The contractor shall provide the security as stated in the contract data. Such security shall be provided to the employer within twenty-one (21) calendar days of acceptance of the contractor's tender. Clause 11.1.2 is deleted and replaced with the following clauses: 11.1.2 The employer has selected the security in terms of clause 11.0, which is a fixed construction guarantee and payment reduction. This guarantee is to be issued by the contractor: 11.1.2.1 The contractor shall furnish the employer with a fixed construction guarantee equal in value to ten per cent (10%) of the contract sum within fourteen (14) calendar days from the offer of appointment date 11.1.2.2 The fixed construction guarantee shall come into force, be administered and expire in terms of the construction guarantee form included under Part C1 Agreement and Contract Data, Clause C1.3 Construction Guarantee. 11.1.2.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of its expiring. 11.1.2.4 The payment reduction to the value certified in a payment certificate shall be made [31.8, 34.8]. 11.1.2.5 Where the employer has a right of recovery against the contractor [33.0], the employer may issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction [33.4] or both. Clause 14.6 is deleted and replaced with the following clause: 14.6 Payment made by the guarantor to the employer in terms of a construction guarantee shall not prejudice the rights of the employer or contractor.

Clause	Data
	Clause 9.2.7 is deleted.
11.0	SECURITY Clause 11.1 is deleted and replaced with the following clause: 11.2 The contractor shall provide the security as stated in the contract data. Such security shall be provided to the employer within twenty-one (21) calendar days of acceptance of the contractor's tender. Clause 11.1.2 is deleted and replaced with the following clauses: 11.2.2 The employer has selected the security in terms of clause 11.0, which is a fixed construction guarantee and payment reduction. This guarantee is to be issued by the contractor: 11.2.2.1 The contractor shall furnish the employer with a fixed construction guarantee equal in value to ten per cent (10%) of the contract sum within fourteen (14) calendar days from the offer of appointment date 11.2.2.2 The fixed construction guarantee shall come into force, be administered and expire in terms of the construction guarantee form included under Part C1 Agreement and Contract Data, Clause C1.3 Construction Guarantee. 11.2.2.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of its expiring. 11.2.2.4 The payment reduction to the value certified in a payment certificate shall be made [31.8, 34.8]. 11.2.2.5 Where the employer has a right of recovery against the contractor [33.0], the employer may issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction [33.4] or both. Clause 14.6 is deleted and replaced with the following clause: 14.6 Payment made by the guarantor to the employer in terms of a construction guarantee shall not prejudice the rights of the employer or contractor.
13.0	SETTING OUT Cause 13.0 is amended by the addition of the following clauses at the end thereof 13.2 The contractor shall continuously perform tolerance control checks throughout the contract period and report on these at regular intervals to the principal agent in a format approved by the principal agent. Should the contractor fail to comply with this requirement to the satisfaction of the principal agent, progressively as the structure is constructed, the employer shall be entitled to commission a registered land surveyor to do so on the contractor's behalf and at the contractor's expense.

Clause	Data
	13.3 The contractor shall provide general attendance and all reasonable assistance to the abovementioned or any other land surveyor who may be appointed by the employer .
19.0	PRACTICAL COMPLETION Clause 19.0 is amended by the addition of the following clauses to the end thereof: 19.8 Without derogating from the generality of the requirements for practical completion the following specific requirements shall apply: 19.8.1 Defects occurring after the issue of the practical completion list requiring remedial work that will in the opinion of the principal agent caused disruption will cause the issue of the certificate of practical completion to be withheld until such defects have been rectified to the satisfaction of the principal agent. 19.8.2 The following certificates of compliance shall be required (excluding others that may be required by the local / national authority) from the contractor to achieve practical completion: a) A certificate from the contractor that all aspects of the construction regulations of 2014 have been complied with. b) A certificate from the contractor that the National Building Regulations have been complied with c) A certificate of compliance with respect to plumbing and drainage d) An electrical certificate of compliance e) A certificate of compliance and fire clearance certificate from the contractor and fire chief respectively. f) A painting guarantee. g) A mechanical certificate of compliance. h) A structural certificate of compliance. i) A waterproofing certificate of compliance. j) Borehole drilling pumping tests certificate to determine the safe and k) sustainable groundwater yields l) Groundwater Test certificate by an accredited laboratory m) for hydro chemical analysis to determine if the water is suitable for human consumption n) Any other applicable guarantees. 19.8.3 A complete set of maintenance and operating manuals together with all workmanship and material warranties and guarantees are to be compiled and issued to the principal agent prior to practical completion being granted. In addition to the abovementioned documentation a formal "on site" handover will be required to be conducted with every discipline in the presence of the contractor as well as the applicable services subcontractor. e) 19.9 After the issue of the certificate of practical completion, entry upon the works to make good defects shall be at such reasonable times as shall be agreed by the principal agent.

Clause	Data
23.0	REVISION OF DATE OF PRACTICAL COMPLETION Clause 23.1.1 shall be deleted and replaced with the following:
	23.1.1 Exceptionally inclement weather "Exceptionally inclement weather" shall be defined as weather conditions in excess of the monthly average recorded for the past 10 (ten) years by the nearest commonly recognised weather bureau in the region of the project. The contractor shall be deemed to have allowed in his programme for the works and opposite this item or in his rates, for the cost of all delays as a result of weather conditions which are average. A delay caused by exceptionally inclement weather conditions will be regarded as a delay only if, in the opinion of the principal agent, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals 30 days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" working days. Clause 23.0 is amended by the addition of the following clauses to the end thereof: 23.9 Revision to the date for practical completion shall only be considered when work on the critical path of the agreed programme for the works is delayed.
25.0	PAYMENT Clause 25.2 is deleted and replaced by the following: 25.2 The principal agent shall issue an interim payment certificate every month until the issue of the final payment certificate. The contractor is to issue his payment requisition to the quantity surveyor by the 15th of each month in preparation for the quantity surveyor to issue a valuation to the principal agent by the 23rd of each month, failure to submit a claim will entitle the quantity surveyor to submit a reasonable value for the works done. The payment certificate shall be issued on the date stated and may be for a nil or negative amount. Clause 25.5 is amended by the deletion of the first sentence and replaced with the following: Materials and goods shall not, as a general rule, be included in the value certified. Should the principal agent agree, such materials and goods shall be included in the value certified only where, to the satisfaction of the principal agent, the contractor has issued a bank guarantee to the employer in a format to be approved by the principal agent. Clause 25.12 is amended as follows: Clause 25.12.1 is deleted and replaced with the following:

Clause	Data
	25.12.1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion. Clause 25.12.2 is deleted and replaced with the following: 25.12.2 Ninety-five per cent (95%) of such value in interim payment certificates issued on to the date of practical completion and up to but excluding the date of final completion Clause 25.10 is deleted and replaced with the following: 25.10 The employer shall pay to the contractor the amount certified in an interim payment certificate within thirty (30) calendar days of the date of receipt of the contractor's tax invoice for the amount certified. Clause 25.15 is deleted and replaced with the following clause: 25.15 The employer shall pay the contractor the amount certified in the final payment certificate within thirty (30) calendar days of the date of issue of the final payment certificate subject to the contractor giving the employer a tax invoice for the amount due. Clause 25.16 is deleted and replaced with the following clause: 25.16 The contractor shall accept or object to the final account within forty-five (45) calendar days of receipt thereof. On acceptance, or should the contractor not object with reasons to the final account within such period, the principal agent shall issue the final payment certificate.
29.0	TERMINATION BY THE EMPLOYER Clause 29.1 is amended by the addition of the following clauses to the end thereof: 29.1.4 The contractor's refusal or neglect to comply strictly with any of the conditions of contract. 29.1.5 The contractor's estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa. 29.1.6 The contractor, in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 25.12.3 The contractor fails to perform in terms of the agreement or the employer on reasonable ground believe that the contractor may not be able to comply with his obligation.
	Refer to the Preliminaries Section in the Bill of Quantities for any additional amendments to the Standard JBCC Document.

C1.2.2 Part 2: Data Provided by the Contractor

The Contractor is advised to read the JBCC Principal Building Agreement (May 2018, Edition 6.2) and section 3.0 Payment and adjustment of preliminaries contained in the associated Contract Data CE, published by the Joint Building Contracts Committee, in order to understand the implications of this Data which is required to be completed. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011-3154140), the Master Builders Association (011-205-9000) the South African Association of Consulting Engineers (011-4632022) or the South African Institute of Architects (011-4860684)

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

Clause	Data with reference to the JBCC Principal Building Agreement (Edition 6.2, May2018)	
1.0	The Contractor is. Name : The address of the Contractor is: Address (physical) : Address (postal) : Telephone : Facsimile: E-mail : TAX / VAT Registration No :	
2.1	The security provisions selected are:	
[11.1.1]	Variable construction guarantee	NO
[11.1.2]	Fixed Construction Guarantee and Payment Reduction	YES
3.2.4	Contract Value shall be adjusted according to the CPAP: Not applicable This tender is for a fixed rate contract.	
3.2.5 [C 3.0]	Payment of preliminaries: Option A	
3.2.6 [C 4.0]	Adjustment of preliminaries: Option A	

TENDER NO:

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW

C1.2 Contract Data

I/we declare that I/we completely waiver our right of Lien and that no property what so ever will be taken ownership off. The site and all applicable materials paid for in full, remain unconditionally the property of the institution and I/we have at no Phase took ownership of such site and materials

**If the time of completion is not stated the Contractor should fill in.*

Signed Date

Name Position

Tenderer

C1.3 Forms of Securities

Forms for completion by the contractor

The following forms are to be completed by the Contractor after the tender has been awarded to the successful tenderer.

C1.3.1 Form of Guarantee

C1.3.2 Written Agreement on Occupational Health and Safety

C1.3.3 Written Agreement on Environmental Management

C1.3.4 Bond for Material on Site

C1.3.5 Ownership of Materials

The forms will be completed by the Contractor who will be instructed to do so in the Form of Acceptance. The completed forms will become part of the Contract.

The Form of Guarantee is a pro forma document. The Contractor will provide an original document, from a financial institution, with the same text within the same time stated in the Contract Data. Only a bank or approved insurance company or guarantee corporation is acceptable as guarantor.

C1.3.1 Form of Guarantee

Pro-Forma Performance Guarantee

For use with the General Condition of Contract for Construction Works, Second Edition, 2015.

Guarantee Details and Definitions

“Guarantor” means:

Physical address:

“Employer” means: **Agriculture Research Council**

“Contractor” means:

“Employer’s Agent means. **Techvolution Consulting Engineers and Project Managers (Pty) Ltd.**

“Works” means:

“Site” means:

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

“Contract Sum” means: The accepted amount inclusive of tax of R.....

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R.....

Amount in words:

“Expiry Date” means:

Contract Details

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

Performance Guarantee

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the Date of issue by the Employer’s Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer’s Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a Surety ship;
 - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

-
- 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2. A first written demand issued by the Employer to the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
 5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
 6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
 7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund this Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall interest at the prime overdraft of the Employer's back compounded monthly calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
 8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first demand to the Guarantor.
 9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
 10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantee shall not have the right to claim his release from the Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
 11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in the connection herewith.
 12. This performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
 13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
 14. Where this Performance Guarantee is issued in the republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act no 32 of 1944, as amended, to the jurisdiction of the Magistrate's court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.
-

TENDER NO:

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

C1.3 Forms of Securities

15. Our total liability hereunder shall not exceed the sum of
.....(R.....).

16. We hereby choose domicilium citandi et executandi for all purposes arising hereof at

.....
IN WITNESS WHEREOF this guarantee has been executed by us at on this
..... day of 20.....

Signed at: Date:

Guarantor's Signatory (1):

Capacity:

Guarantor's Signatory (2):

Capacity:

C1.3.2 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN Error! Reference source not found. (HEREINAFTER CALLED THE "EMPLOYER") AND

.....
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,,
representing

....., as an Employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Occupational Health and Safety Conditions

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

.....
On Behalf of Agriculture Research Council

.....
Date

Witnesses 1.

2.

.....
For The Contractor

.....
Date

Witnesses 1.

2.

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
Regulation 3 of the Construction Regulations, 2003

NOTIFICATION OF CONSTRUCTION WORK

- 1.(a) Name and postal address of principal contractor:
.....
- (b) Name and tel. no of principal contractor's contact person:
.....
- (c) Principal contractor's compensation registration number:
- 2.(a) Name and postal address of client:
.....
- (b) Name and tel no of client's contact person or agent:
.....
- 3.(a) Name and postal address of designer(s) for the project:
.....
- (b) Name and tel. no of designer(s) contact person:
.....
- 4.(a) Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1).
.....
- (b) Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6.(2).
.....
5. Exact physical address of the construction site or site office:
.....
6. Nature of the construction work:
.....
7. Expected commencement date:
8. Expected completion date:
9. Estimated maximum number of persons on the construction site.

TENDER NO:

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

C1.3 Forms of Securities

10. Planned number of contractors on the construction site accountable to principal contractor:

.....

11. Name(s) of contractors already chosen.

.....

.....

.....

.....

Principal Contractor

.....

Date

.....

Client

.....

Date

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK

C1.3.3 Agreement to Accept the Conditions of the Environmental Management Plan

Whereas (the Contractor)

*Company Registration No:

Address:

a * Company incorporated with limited liability according to the company laws of the Republic of South Africa, *Partnership, *Close Corporation, * Public Company (hereinafter called the contractor), represented herein by in his capacity as duly authorized hereto by a articles of association, resolution, power of attorney, or otherwise as duly signed and declared in Form F.2 of this document.

Do hereby agree that the following arrangements and procedures shall apply to the abovementioned Contractor to ensure compliance with the provisions of the Environmental Management Plan (EMP), namely:

- a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the EMP, the regulations and conditions in terms of the EMP.
- b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the EMP and the instructions of the duly authorized Environmental Officer, enforcing the conditions of the EMP, will be fully complied with.
- c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the EMP and expressly absolves the Dept. of Housing from itself being obliged to comply with any of the foresaid duties, obligations and prohibitions.
- d) The Contractor shall be obliged to report forthwith in writing to the Employer's Agent full Details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the EMP, pursuant to work performed in terms of this Contract.

.....
For The Contractor

.....
Date

Witnesses 1.

2.

TENDER NO:

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

C1.3 Forms of Securities

C1.3.4 Bond for Material on Site

Contract No:

Employer:

Contractor:

Description of Contract:

I/We, the undersigned, **(Bank or Insurance Company)**
do hereby bind ourselves as surety and co-principal debtors in solidum for compensating the Employer where the ownership of material for some reason or other cannot pass to the Employer, or the Employer by law is expected to pay a third party to obtain ownership of material in spite of the fact that the Employer paid the Contractor as per clause 62(1)(b) of the general conditions of contract, and for all losses, damages, and expenses that may be suffered or incurred by the Employer as a result of payment for material on site, renouncing all benefits from the legal exceptions ordinis seu excussionis et divisionis "no value received" and all other exceptions which might or could be pleaded against the validity of this guarantee, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted; provided that the liability of the undersigned under this guarantee is limited to (specify amount of bond)

..... (R.....) and will
lapse on the issue of the completion certificate in terms of the Contract, unless the surety is advised in writing by the Employer before issue of the said certificate of his intention to institute claims and the particulars thereof, in which event this guarantee shall remain in force until all such claims are paid or settled.

For and on Behalf of **(Surety)**

AT on this day of 20.....

.....
Capacity

Full Address:

.....

.....

As Witnesses:

1.

2.

*Delete whichever is inapplicable

TENDER NO:

TENDER: ROOF REPAIRS FOR THE ANALYTICAL SERVICES BUILDING AT ARC-ISCW.

C1.3 Forms of Securities

C1.3.5 Transfer of Ownership of Materials on Site

Claim for materials on site, Payment Certificate No: Date:

Tender No: for (contract title)

I, the undersigned (name of signatory) in my capacity as

..... of (name of Contractor)

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto,

unto and in favour of (name of Employer)

Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any effect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

The transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table:

DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT	SUPPLIER
TOTAL VALUE OF MATERIALS AND GOODS					

Signed by Date

for and on behalf of the Contractor,

Witnesses by Date

[Note: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 52(1)(e) of the General Conditions of Contract 2015.]

C1.3.6 Contract of Temporary Employment as Community Liaison Officer (CLO)

CONTRACT:

PROJECT in.....

AGREEMENT made between the CONTRACTOR and the hereafter referred to as the Project Steering Committee (PSC), and the Community Liaison Officer, hereafter referred to as the CLO, for the appointment and employment of a Community Liaison Officer for the duration of the work in their designated area.

1. THE PARTIES HAVE AGREED THAT

The Community Liaison Officer of has been nominated by the PSC. The CLO will be employed by the CONTRACTOR

..... on a temporary basis for the duration of the work from the date of signing this agreement to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:

1. to keep the Forum and the community informed on the progress of the project;
2. to keep the Contractor informed on relevant Community affairs and possible grievances;
3. to manage the recruitment of workers;
4. to assist the Contractor's supervisory staff in the management of the workers.

3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be R..... per working day. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.

3.2 Maximum hours of work:

- (i) 9¼ hours per day
- (ii) 45 hours per week;
- (iii) 5 days per week;
- (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
- (v) A spread-over period of 12 hours.

3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.

3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.

If the site works later than 1 p.m., the CLO will be paid the full daily wage.

3.5 Workers and the CLO will not be permitted to work under conditions of:

- (i) undisciplined or unruly behavior;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) criminal actions by the employee;

(v) strike action or political stayaways.

3.6 Discipline. Workers may be dismissed after two official written warnings for the following behaviour:

- (i) undisciplined or unruly behaviour;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) wilful or negligent damage to or loss of machines or equipment.

The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.

The Contractor shall inform the PSC within 24 hours of any warning issued. The PSC has undertaken to review such issues within 5 days.

3.7 The CLO will be paid on a Friday afternoon every two weeks, one week in arrears.

3.8 The CLO shall be given a statement with each payment on which is recorded:

- (i) the name of the Contractor;
- (ii) the CLO's name;
- (iii) the number of days worked by the CLO;
- (iv) the rate per day;
- (v) the details of any deductions made;
- (vi) the actual amount paid to the CLO.

3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.

3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.

3.11 The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.

3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

4. TERMINATION OF AGREEMENT

4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

4.2 If the appointed CLO is, for any reason, no longer recognised by the PSC. This agreement will be terminated without prejudice to any further rights under this agreement.

5. THE CONDITIONS OF THIS AGREEMENT

5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

6. THUS AGREED AND SIGNED BY THE PARTIES:

PSC Chairperson:

Contractor

Community Liaison officer:

Date:

AGRICULTURE RESEARCH COUNCIL



THE CONTRACT:

PART C2: PRICING DATA

PART C2: PRICING DATA

C2.1 Pricing Instructions

1. The general conditions of contract, the special conditions of contract (if any), the specifications (including the project specification) and the drawings (if any) are to be read in conjunction with the schedule of quantities.
- 1.1. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Schedule of Quantities (SQ) with the letters LI in a separate column filled in against every item so designated. The works, or part of works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the Scope of Works, is a variation to the contract. The items marked with the letters LI are not an exhaustive list of all the activities which must be done by hand and those clauses do not over-ride any of the requirements in the SANS 1921: 2005.
- 1.2. Payment for items which are designated to be constructed labour-intensively (either in the SQ or in the Scope of Works or Project Specifications) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
2. For the purposes of this schedule of quantities, the following words shall have the meaning hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work for which the tenderer tenders to do the work.

Amount: An amount tendered for an item, the extent of which is described in the schedule of quantities, the specification or elsewhere, but of which the quantity of work is not measured in units.

“LI” Labour Intensive methods to be used in accordance with Project Specifications

3. The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the schedule of quantities and the quantities finally certified for payment. Work shall be valued at the rates or lump sums tendered, subject only to the provisions of the general conditions of contract.

4. Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (**except for Value Added Tax**), etc. and for the completed items of work as specified. Full compensation for completing and maintaining, during the maintenance period, all work shown on the drawings and specified in the specifications, and for all the risk, obligations and responsibilities specified in the general conditions of contract, special conditions of contract and the project specifications shall be considered as provided for collectively in the items of payment given in the schedule of quantities, except in so far as the quantities given in the schedule of quantities are only approximate.
5. The tenderer shall fill in a rate or a lump sum for each item where provision is made for it, - this includes rate only items. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the schedule of quantities.

Please only complete rates and totals for those items that have entries in the quantity column – this include “rate only” items

The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenderers should note the provisions of paragraph 12 of this preamble.

If the tenderer should group a number of items together and tender one lump sum for such group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tendered lump sum and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

Preliminary & General Section may not be tendered as a lump sum. A tender may be disqualified if the P&G Section is tendered as a lump sum.

6. The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items.
7. The prices and rates to be inserted in the Bill of Quantities are fully inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
8. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.SANS.co.za or www.iso.org for information on standards).
9. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
10. The amount of work or the quantities of material stated in the schedule of quantities shall not be considered as restricting or extending the amount of work to be done or the quantity of material to be supplied by the contractor.
11. The statement of quantities of material or amount of work in the schedule of quantities shall not be regarded as authorization for the contractor to order material or to execute the work. The contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
12. The short description of the payment items in the schedule of quantities is only given to identify the items and to provide specific details. Reference shall inter alia be made to the drawings, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entitled under each item.
13. The provisions of Clause 48 of the general conditions of contract shall apply to provisional sums and prime cost sums.
14. Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the schedule of quantities shall be final and binding, and may not be adjusted should there be any mistakes in the extensions thereof and in the amounts, appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled schedule of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the schedule of quantities. Under no

circumstances will tendered rates be adjusted when such errors are corrected. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place only after acceptance of the tender, but prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

15. A tender may be rejected if the unit rates or lump sums for some of the items in the schedule of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
16. The units of measurement indicated in the schedule of quantities are metric units. The following abbreviations are used in the schedule of quantities:

%	=	per cent	m ² .pass	=	square metre-pass
h	=	hour	m ³	=	cubic metre
ha	=	hectare	m ³ .km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
kℓ	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	P C sum	=	Prime Cost sum
ℓ	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work day
m ²	=	square metre			

17. All rates and sums of money quoted in the schedule of quantities shall be in Rands and whole cents. Fractions of a cent shall be discarded.
18. The schedule of quantities shall be completed in **BLACK INK**. **Tenders where the Schedule of Quantities is completed in pencil, WILL be disqualified.**
19. All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate VAT and enter it as the end of the Summary of the Schedule of Quantities

An electronic copy of the Schedule of Quantities will be made available by contacting ARC Supply Chain Management. It is a requirement that the original yellow pages contained in the tender document must still be completed in black ink. A tender will be disqualified if only a printed copy of the Schedule of Quantities is submitted

C2.2 Bill of Quantities

C2.2.1 Bill of Quantities Contents

SANS 2001:	General
SANS 2001-CM1:	Masonry walling
SANS 2001-CT2:	Structural timberwork – roofing
SANS 2001-EM1:	Cement plaster
SANS 2001 CG1:	Glazing
SANS 1700:	Fasteners
SANS 10305:	Painting of Buildings
SANS 10177/717:	Ceilings
SANS 1449:	Ceramic Tiles
SANS 2001–DP1:	Earthworks for buried pipelines.
SANS 2001–DP2:	Below ground medium pressure pipelines
SANS 2001–DP3/4:	Sewers
SANS 2001–DP5:	Stormwater drainage
SANS 10142:	Low-voltage installations

ATTACHED SEPARATELY AS ANNEXURE A

PART C3: SCOPE OF WORK**C3.1 Description of the Works****C3.1.1 General**

This section specifies and describes the supplies, services and Employer's Agent and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed.

C3.1.2 Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Specification(s) forming part of this contract or any drawings, the order of precedence, unless otherwise specified, is:

1. Contract Drawings
2. Scope of Work (which includes the Project Specifications)
3. Standard Specifications
4. Bill of Quantities

C3.1.3 Employers Objectives

The primary objective of the project is to refurbish infrastructure within the Agriculture Research Council and in this case the objective is to repair roof, basement, and electrical works for the Analytical Services Building. Optimum utilization shall be made of the resources within the local community and that these resources shall be improved and enhanced through their participation in the execution of the works. The project to be implemented has taken into cognizance the prescripts of EPWP and local SMMEs.

C3.1.4 Overview of the Works

The work to be carried out under this contract includes the supply of material and labour for the successful completion of the project within the constraints of time, cost and quality. The project entails the refurbishment of the roof and basement of the Analytical Services Building at the Institute of Soil, Climate and Water at 600 Belvedere Street in Arcadia, Pretoria.

The Contractor's obligations shall also include strict compliance with any Environmental requirements and/or reports deemed to form part of this Contract as well as any Occupational Health and Safety requirements. This description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under the Contract. Approximate quantities of each type of work are given in the Schedule of Quantities.

C3.1.5 Extent of the Works

The primary activities of the project entail the following alterations and renovations of Block D:

- Removal and replacement of the existing roof tiles.
- Replacement of damaged timber truss members and provision of permanent bracing.
- Installation of insulation
- Refurbish flattened top of the roof by installing a new layer of GRP (Glass Reinforced Plastic) layer in accordance with the manufacturer's specification
- Replacement of ceiling.
- Replacement of gutters and downpipes.
- Scrap loose paint and prepare for new painting
- Paintwork.
- Inspection and refurbishment of the plumbing work in the roof
- Inspection and repair of electrical works, including the review and issuing of the certificate of compliance.
- Refurbishment and waterproofing of the basement, including air conditioning and ventilation.

C3.1.6 Location of the Works

The Contract will focus on the roof and basement remedial works on Block D at ISCW, located at 600 Belvedere Street in Arcadia, Pretoria.

The location of the works is shown in the Locality Map below. The coordinates of the site are: 25°44'18.60"S; 28°12'27.30"E.

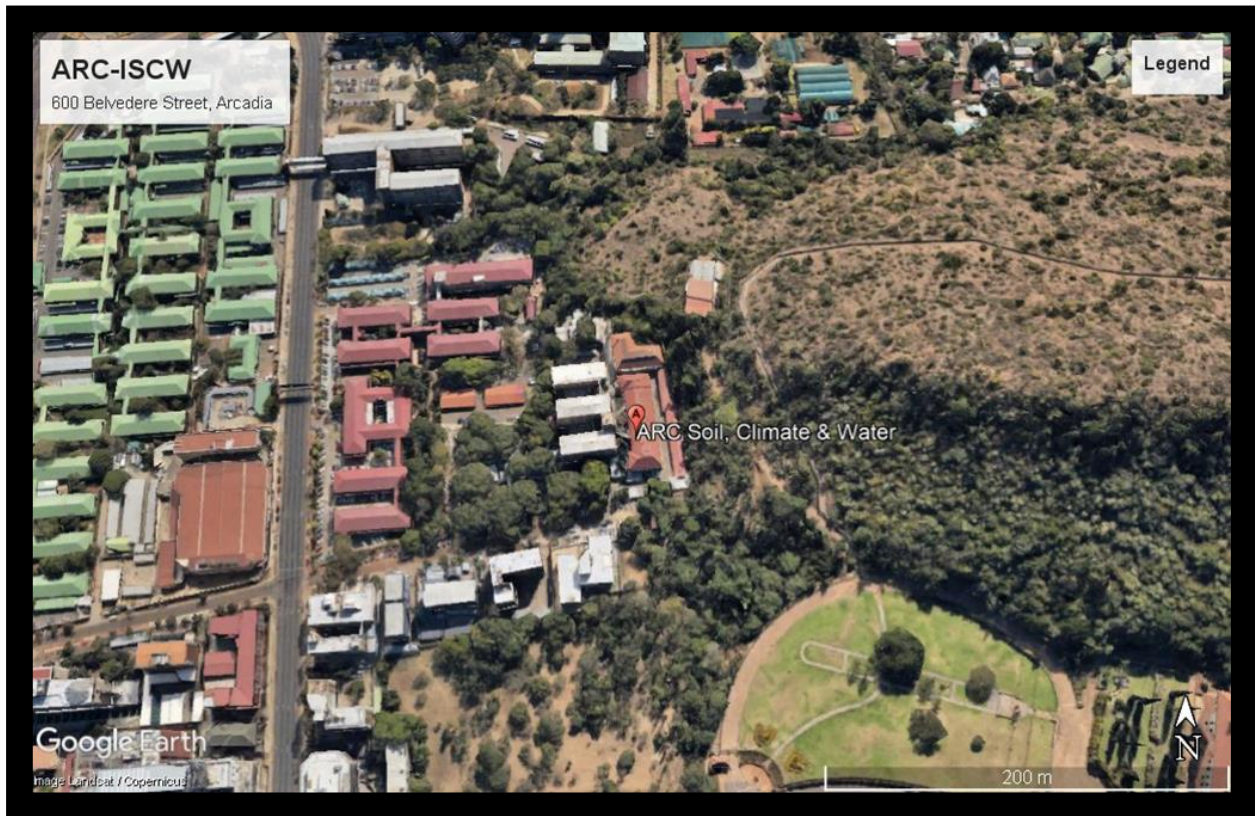


Figure 1 Project Area

C3.1.7 Temporary Works.

The Contractor shall, as relevant, provide temporary works for the successful completion of the project, including the following,

- Safety and security of the Contractor's temporary works shall be at the Contractor's discretion, but always in accordance with stipulated Occupational Health and Safety requirements
- Temporary covering of Employer's equipment from dust during construction
- Temporary protection against rain
- Temporary accesses

C3.1.8 General Information**Drawings:**

The reduced drawings contained in **Part C4.2** that form part of the tender document shall be used for tender purposes only. Further drawings are to be provided on an on-going basis by the Employer's Agent.

Any information in the possession of the contractor, which the resident Employer's Agent requires to complete the as-built drawings, shall be supplied to the Employer's Agent before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Employer's Agent. The Employer's Agent will supply all figured dimensions omitted from the drawings.

Power, Water Supply and Other Services:

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

Contractor's Camp Site and Security:

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

Provision is made in these specifications for the erection of a security fence around the site offices. The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

C3.1.9 Additional Requirements for Construction Activities:**Programme Requirements for Construction Activities:**

The contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

Construction in Confined Areas:

It may be necessary for the contractor to work in confined areas. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the contractor's construction plant. However, the contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

C3.1.10 Labour Regulations:

Payment for the labour-intensive component of the works:

Payment for works identified in clause 2.3 “the Extent of the Project” in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

Applicable labour laws:

Sectorial determination 2: Civil Engineering Sector

C3.2 Employer’s Agent

C3.2.1 Design

The **Employer** is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.

The **Contractor** is responsible for the design of the temporary Works and their compatibility with the permanent Works.

The **Contractor** shall supply all details necessary to assist the Employer’s Agent in the compilation of the as-built drawings.

C3.2.2 Employer’s Design

- Detail description of Works
- General Works

C3.2.3 Contractor’s Design

Where 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 Employer’s Agent’s design certificate.

C3.2.4 Design procedures

All designs and modifications thereto shall be communicated in writing and the contractor and Employer’s Agent shall maintain master lists to record and track all transactions.

C3.2.2 Drawings

Drawings are included in Section C4: Site Information of the tender document. The drawings are issued for tender purposes only. Construction drawings will be issued to the successful tenderer, prior to commencement of construction.

C3.3 Construction

C3.3.1 Works Specifications

The “Special Condition of Contract” to be read in conjunction with the “General Conditions of Contract for Civil Employer’s Agent Works (2015).

C3.3.3 Applicable SANS 2001 Standards

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SANS) in Pretoria.

- SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
- SANS 1914-1 (2002): Targeted Construction Procurement
- SANS 1921-1 (2004): Construction and Management Requirements for Works Contracts Part 1: General Employer’s Agent and Construction Works
- SANS 1921-6 (2004): Construction and Management Requirements for Works Contracts Part 6: HIV / AIDS Awareness

The standardized specifications (SANS 1200) must be read in conjunction with the new SANS 1921 family of standards. In case of any discrepancy or conflict between the two, the SANS specification shall take precedence and shall govern.

Refer also to the Preface on interim situation until full suite of SANS Series of Specifications is available, on the first page of the Project Specification.

The term “project specifications” appearing in any of the SANS 1200 standardized specifications is deemed to be equivalent to the term “scope of work” in SANS Specifications.

C3.3.4 Existing Residential Areas

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Employer's Agent's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day.

C3.3.5 Employment of Local Labour

It is the intention that this Contract should make maximum use of the local labour force that is presently under-employed. 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 Employer's 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.

C3.3.6 Existing Services

Known services:

All known service providers have services within the area of construction.

Use of detection equipment for the location of underground services:

Services must be detected using hand excavation and with the use of metal detectors.

Damage to services:

The contractor is responsible for damages to all services known and unknown. The contractor must, before commencing with any earthworks, ensure that he is aware of all the existing services are, if any. These services are to be properly exposed and protected during the period of construction. The client reserves the right to, should there be any claims with regard to services damaged by the contractor through negligence.

Reinstatement of services and structures damaged during construction:

The contractor shall be responsible for the reinstatement of services and structures damaged during construction.

Fines

A fine for damaging existing services will be implemented at R10 000 per damaged service.

C3.3.2 Applicable Standardized Specifications

The following SABS 2001 Standardized Specifications for civil engineering construction are applicable:

SANS 2001:	General
SANS 2001-CM1:	Masonry walling
SANS 2001-CT2:	Structural timberwork – roofing
SANS 2001-EM1:	Cement plaster
SANS 2001 CG1:	Glazing
SANS 1700:	Fasteners
SANS 10305:	Painting of Buildings
SANS 10177/717:	Ceilings
SANS 1449:	Ceramic Tiles
SANS 2001–DP1:	Earthworks for buried pipelines.
SANS 2001–DP2:	Below ground medium pressure pipelines
SANS 2001–DP3/4:	Sewers
SANS 2001–DP5:	Stormwater drainage
SANS 10142:	Low-voltage installations

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

C3.4 Management of the Works

C3.4.1 Management Meetings

The following meetings will be required as minimum for the management of the contract.

- Monthly client site meeting (using standard agenda for management control).
- Technical meetings as required for each phase of the work.
- Monthly safety meetings in terms of the OHS requirements.
- Weekly progress meetings

C3.4.2 Quality Control

The Contractor is to supply details of the quality plan and procedures. These shall include:

- Accommodation of traffic.
- Inspection and test plans.
- Approval process.
- Hold-points.

C3.5 Project Specifications Relating to Standard Specifications

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications and amendments of the standard specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item, which does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

Clauses and pay items referring to labour intensive methods are prefixed by L in the project specifications.

Clauses and pay items referring to emerging contractors are prefixed by E in the project specifications.

C3.6 Occupational Health and Safety Specifications

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

This specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this Specification.

CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1.0	SCOPE	3
2.0	INTERPRETATIONS	3
3.0	GENERAL	3
	3.1 Employer	3
	3.2 Contractor	4
4.0	GENERAL REQUIREMENTS	6
	4.1 Contractor's Construction Safety Officer	6
	4.2 Log Books	6
	4.3 First Aid	7
	4.4 Risk Assessment and Safety Policy	8
	4.5 Danger Areas	9
	4.6 Hazard Notices	9
	4.7 Personal Protective Clothing	9
	4.8 Road Traffic Ordinance/Transportation Act	10
	4.9 Overhead Power lines	10
	4.10 Machine Guarding	11
	4.11 Concrete Mixing Equipment	11
	4.12 Ladders	11
	4.13 Scaffolding Framework	12
5.0	SPECIAL REQUIREMENTS	12
	5.1 Excavation/Shoring	12
	5.2 Formwork and Support Work	12
	5.3 Prevention of Uncontrolled Collapse	13
	5.4 Safe Working Loads	14
	5.5 Electrical Equipment and Procedures Used by the Contractor	14
	5.6 Commissioning Safety Precautions	14
	5.7 Toxic Materials	14
	5.8 Hazardous Chemicals and Materials	15
	5.9 Indemnity of Employer and his Agent	15

ADDENDUMS:

- A)** Pro-Forma Agreement In Terms Of Occupational Health And Safety Act 1993
B) Notification of Construction Work

1. SCOPE

This specification details the health and safety requirement associated with the Works.

2. INTERPRETATIONS

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this Contract. The Construction Regulations promulgated on 18 July 2003 and incorporated into the said Act by Government Notice R 1010, published in Government Gazette 25207 apply to any person involved in construction work. These regulations are hereinafter referred to as “the Construction Regulations” and the said Act as “the Act”.

Construction work is defined as: Any work in connection with: -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work.

3. GENERAL

3.1 Employer

- 3.1.1 The Employer will appoint the Contractor in writing for the execution of the works.
- 3.1.2 The Employer will take reasonable steps to ensure that the Contractor’s health and safety plan is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.
- 3.1.3 The Employer or his Agent will stop the Contractor from executing construction work should the Contractor at any stage in the execution of the works :
 - a) fail to implement or maintain his health and safety plan;
 - b) execute construction work which is not in accordance with his health and safety plan; or
 - c) act in any way which may pose a threat to the health and safety of persons.

3.2 Contractor

- 3.2.1 The Contractor shall accept the appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. ADDENDUM B of this Specification contains a “Notification of Construction Work” form. The Contractor shall submit the notification in writing prior to commencement of work.

-
- 3.2.2 The Contractor shall ensure that he is fully conversant with the requirements of this Specification. The specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Contractor in terms of this contract continue to be a legal requirement of the Contractor.
 - 3.2.3 The Contractor shall provide and demonstrate to the Employer a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works.
 - 3.2.4 The Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
 - 3.2.5 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations.
 - 3.2.6 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.
 - 3.2.7 The Contractor shall ensure that a copy of his health and safety plan is available on request to the Employer, an Inspector, Employee or Sub-contractor.
 - 3.2.8 The Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Employer or Inspector upon request. Upon completion of the works, the Contractor shall hand over a consolidated health and safety file to the Employer.
 - 3.2.9 The Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Contractor.

4. GENERAL REQUIREMENTS

4.1 Contractor's Construction Safety Officer

Before commencing work, the Contractor shall designate a competent construction safety officer (CSO) who shall be acceptable to the representative / agent to represent and act for the Contractor. The Contractor shall inform the representative / agent in writing of the name and address of the Contractor's CSO and of any subsequent changes in the name and address of the officer, together

with the scope and limitations of the CSO's authority to act for the Contractor. The Contractor's CSO shall make available to the Employer a telephone number at which the CSO can be contacted at any time in the event of an emergency involving any of the Contractor's employees, or other persons at the Works.

4.2 Log Books

The Contractor shall keep the following log books and shall make them available to the Representative/Agent on request:

- 4.2.1 A record of the names and addresses of its employees who are registered as trained fire-fighting personnel and who are available on site for fire-fighting duties.
- 4.2.2 A record of the weekly inspection of first aid boxes.
- 4.2.3 A record of the weekly inspections of ladders
- 4.2.4 A record of the weekly inspections of fire-fighting equipment.
- 4.2.5 A record of the monthly inspections of welding machines.
- 4.2.6 A record of the monthly inspections of oxy-acetylene equipment.
- 4.2.7 A record of the weekly inspections of scaffolding structures.
- 4.2.8 A record of the monthly inspections of builder's hoists.
- 4.2.9 A record of the monthly inspections of mobile and tower cranes.
- 4.2.10 A record of the monthly inspections of lifting gear.
- 4.2.11 A record of the inspections of electrical equipment.
- 4.2.13 A record of the weekly inspections of plant for gauging and mixing of materials for concrete.

4.3 First Aid

4.3.1 Safety Notice Board

The Contractor shall provide a safety notice board where safety notices, site regulations concerning safe working practices and information on the nearest first aid station, ambulance, doctor and telephone numbers of the CSO and other relevant persons can be conspicuously displayed to its entire staff. The size of the notice board shall be at least 600mm x 800mm.

4.3.2 First Aid Equipment

The Contractor shall provide for its employees a stretcher for emergencies and an approved first aid box. The first aid box shall be checked weekly by a responsible person, who shall be appointed by the Contractor, and a record shall be kept of the contents. Any deficient medical supplies shall be promptly replenished by the Contractor.

4.3.3 Reporting of incidents and / or injuries

All incidents in respect of damage to Works, property or machinery, or injury to persons, shall be reported by the Contractor's Safety Officer or Site Representative to the Representative / agent by the quickest means possible.

A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the representative/ agent within twenty four (24) hours of the occurrence of the incident. The representative/ agent shall have the right to make all or any enquiries as to the cause and result of any such incident. The Contractor shall provide the representative / agent with full facilities for carrying out such enquiries.

4.4 Risk Assessment and Safety Policy

Before commencing work the Contractor shall cause a risk assessment to be performed by a competent person appointed in writing and this shall form part of the health and safety plan.

A copy of the risk assessment shall be available on site at all times for inspection.

The Contractor shall at all times carry out the Works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall take all precautions, which are necessary and adequate to eliminate any conditions which contribute to the risk of injury to persons or damage to property. The Contractor shall continually inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

During the period of this Contract, the Contractor shall be responsible for the safe storage of all materials and equipment required for execution of the Contract, and for disposal of all non-usable waste material in an orderly manner.

All materials, whether stored on the construction site or within the Contractor's designated area, shall be stored neatly and safely to prevent possible injury to any personnel. The material shall be stored to facilitate safe access to, and removal of the material from the storage area.

Any flammable material, such as paint, diesel fuel and oil, shall be stored in lockable non-combustible structures, which shall be clearly marked to indicate the hazardous nature of the materials stored within. The flammable materials stores shall be located in safe areas away from hazardous surroundings and adequate and suitable fire-fighting equipment shall be provided within easy reach of the materials stores.

4.5 Danger Areas

All danger areas shall be demarcated by the Contractor with appropriate tape and hazard notices to prevent unauthorized persons entering the danger area.

4.6 Hazard Notices

The Contractor shall display hazard notices in all areas identified in the risk assessment as potentially hazardous.

4.7 Personal Protective Clothing

The Contractor shall provide the necessary personal protective clothing for his employees in hazardous areas, appropriate to the nature of the hazard identified in the risk assessment.

4.7.1 Hard Hats

All employees of the Contractor shall wear hard hats in areas where appropriate hazard notices are displayed. The representative/ agent shall have the right to ban certain colours if they are similar to the employer's identifying colours. Hard hats shall not be painted or otherwise defaced.

4.7.2 Eye Protection

Suitable eye protection shall be worn in areas where appropriate hazard notices are displayed, or when grinding, chipping, breaking, drilling, arc-welding, cutting with oxyacetylene equipment of similar activities are taking place.

4.7.3 Hearing Protection

Suitable hearing protection shall be worn in areas where appropriate hazard notices are displayed.

4.7.4 Foot Wear

All employees of the Contractor shall wear undamaged, laced-up safety boots or safety shoes, suitable for the intended purpose, in prescribed areas where appropriate hazard notices are displayed.

4.7.5 Gloves

All employees of the Contractor's shall wear suitable protective gloves in areas where appropriate hazard notices are displayed or when handling hot or hazardous materials or chemicals.

4.7.6 Clothing

All employees of the Contractor shall wear suitable protective clothing when working in proximity of machinery, power tools, hazardous materials or chemicals.

4.8 Road Traffic Ordinance / Transportation Act

- 4.8.1 The Contractor shall ensure that drivers of motor vehicles are in possession of a driver's license, valid for the class of vehicle which they are required to drive and shall produce the license on request.
- 4.8.2 The Contractor shall not permit any driver to be in control of a vehicle at the Works while under the influence of alcohol or drugs.
- 4.8.3 All vehicles of the Contractor shall display a name board bearing the Contractor's name. Hired vehicles shall bear an identifying sticker.

4.9 Overhead Power lines

Regulations of the Electricity Supply Authority in connection with prohibition of operations in the vicinity of overhead power lines shall be observed by the Contractor at all times.

4.10 Machine Guarding

All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

4.11 Concrete Mixing Equipment

No Contractor shall use or cause to be used any plant for the storage, gauging and mixing of materials for concrete unless:

- a) The aggregates of different nominal size are separately stored in such a way that segregation, intermixing of different materials and contamination by foreign matter is prevented.
- b) The storage area shall be protected from unauthorized entry by an adequate barrier. A safe and tidy approach shall be maintained to the aggregate storage area.
- c) The Contractor shall appoint operators skilled in the operation of the plant.

- d) On a weekly basis, the plant shall be inspected by a competent person. The inspections shall include a check of the calibration of all the measuring devices and shall be recorded in a logbook, which shall be made available to the Representative/Agent on request.

4.12 Ladders

4.12.1 Every ladder shall be:

- a) Of good construction, sound material and adequate strength and suitable to the purpose for which it is used (e.g. electricians shall use suitable insulated ladders)
- b) Fitted with non-skid devices at the bottom of the stiles or with hooks or similar devices at the tops of the stiles.

4.12.2 Except for extension ladders, no ladder shall be used which is longer than 4,5m and no ladder shall have its reach extended by tying together two or more ladders.

4.12.3 All ladders shall be inspected weekly and a log shall be kept of the inspections.

4.13 Scaffold Framework

4.13.1 Scaffold standards shall be firmly supported and secured against displacement and shall be kept vertical.

4.13.2 No Contractor shall use, or cause to be used, any scaffold unless it is inspected by a competent person at least once a week and after inclement weather.

5. SPECIAL REQUIREMENTS

5.1 Excavation/Shoring

5.1.1 The Contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.

5.1.2 The face of an excavation shall not be undercut.

5.1.3 All excavations, irrespective of depth, shall be adequately screened off with barrier tape or some other suitable means of warning persons of a hazardous area. Where the depth of the excavation exceeds 2 m, a wooden or steel barrier shall also be erected around the excavation, particularly at the end of the working shift and at the start of weekends and holidays to prevent persons from falling into the excavations.

5.1.4 No construction materials shall be allowed to fall into an excavation. A safe and tidy approach shall be maintained around all excavations.

5.1.5 Adequate shoring, according to the recommendations of SABS 1200, Section D, 1988, shall be provided in the excavation by the Contractor when necessary. The shoring shall be approved by the Representative/Agent before excavation work continues.

5.2 Formwork and Support Work

The Contractor shall ensure that:

- a) All formwork and support work operations are carried out under the supervision of a competent person who has been appointed by the Contractor in writing for that purpose.
- b) all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral

loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand;

- c) the foundation conditions are and remain suitable to withstand the load caused by the formwork and support work structure and any imposed loads such that the formwork and support work structure are stable;
- d) all formwork and support work structures are inspected by a competent person, who has been appointed by the Contractor in writing for that purpose, immediately before, during and after, the placement of concrete of any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on the site of the Works; and
- e) upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own load, but also any imposed loads, and not removed until authorization has been given by the competent person contemplated in sub-paragraph (a).

5.3 Prevention of Uncontrolled Collapse

The Contractor shall ensure that -:

- a) All reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying of construction work; and
- b) no structure or part of a structure is loaded in a manner that would render it unsafe.

5.4 Safe Working Loads

The Contractor shall ensure that:-

- a) the safe working loads of hoists, load- bearing beams and cranes are prominently displayed at all times,
- b) the safe working loads are not exceeded under any circumstances,
- c) all lifting gear is marked with a unique identity number and recorded in a register.

5.5 Electrical Equipment and Procedures Used by the Contractor

5.5.1 All electrical equipment shall be regularly inspected by a qualified electrician, who shall be appointed by the Contractor, and the inspections shall be logged. The frequency of inspections shall be determined by the Representative/agent. A record of the inspections shall be kept and shall be made available to the Representative/agent on request.

5.5.2 The Contractor shall ensure that all his electrical equipment conforms to operational and safety requirements.

5.5.3 All earth leakage units shall be tested at intervals of not more than one month and signed for by a qualified electrician.

5.6 Commissioning Safety Precautions

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant/ machinery disengaged until the work or repairs have been completed.

5.7 Toxic Materials

The Contractor shall exercise all necessary care in the handling of toxic compounds and shall be able to identify the major chemical components in the event of medical treatment being required.

5.8 Hazardous Chemicals and Materials

- a) The Contractor shall provide suitable adequate protective equipment when working in an area where hazardous chemicals and materials are being used.
- b) The Contractor shall ensure that its employees have familiarized themselves with the hazardous material data sheets applicable to the specific site as well as the location of the firefighting equipment, safety showers/ baths and other washing facilities, prior to the commencement of work.

5.9 Indemnity of Employer and his Agents

- a) The ADDENDUM to this Contract Document contain a “Mandatory Form of Authority and Agreement in terms of Section 37 (2) of the Occupational Health and Safety Act, No,85 of 1993 which agreement shall be entire into and duly signed by both the Employer and Contractor prior to commencement with work. A copy of the signed agreement shall be included in the Contractor’s health and safety plan.
- b) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the representative /agent including lack of disapproval shall not relieve the Contractor from any responsibility he has under the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non- compliance.

ADDENDUM "A"

PRO-FORMA AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT 1993

PRO-FORMA AGREEMENT IN TERMS OF

OCCUPATIONAL HEALTH AND SAFETY ACT 1993 – SECTION 37 (2)

NEW CONSTRUCTION SAFETY REGULATIONS

The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2003 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

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

- (a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer's Health and Safety Specifications included in the contract documents.
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer's Health and Safety Specifications included in the contract documents will be complied with in all respects.
- (c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- (d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.
- (e) The Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract.
- (f) Forward "safety meeting" minutes to the representative/Agent.

For the Employer: _____ Date: _____

Witnesses: 1) : _____ 2) : _____

For the Contractor: _____ Date: _____

Witnesses: 1) : _____ 2) : _____

ADDENDUM “B”

NOTIFICATION OF CONSTRUCTION WORK

NOTIFICATION OF CONSTRUCTION WORK

(Regulation 3 of the Construction Regulations, 2003)

1. CONTRACTOR

1.1 Name and postal address of Contractor :

1.2 Name and telephone number of Contractor's contact person :

1.3 Contractor's compensation registration number :

1.4 Name and telephone number of Contractor's Construction Supervisor :

1.5 Physical address of the construction site or site office:

1.5 Estimated number of persons on the construction site :

1.6 Estimated number of Subcontractors on the construction site accountable to the Contractor :

2. EMPLOYER

2.1 Name and postal address of Employer :

2.2 Name and telephone number of Employer's Principal

Agent: _____

3. DESIGN CONSULTANTS

3.1 Name and postal address of design consultants:

3.1.1 Construction project managers:

3.1.2 Architects:

3.1.3 Structural engineer :

3.1.4 Electrical engineer:

3.1.5 Mechanical engineer :

3.1.6 Civil engineer :

3.1.7 Security engineer :

3.1.8 Other (if any) :

3.2 Name and telephone number of design consultant's contact person :

3.2.1 Construction project managers :

3.2.2 Architects :

3.2.3 Structural engineer :

3.2.4 Electrical engineer :

3.2.5 Mechanical engineer :

3.2.6 Civil engineer :

3.2.7 Security engineer :

3.2.8 Other (if any) :

4. THE WORKS

Nature of the works :

Commencement date :

Completion date :

Contractor: _____ Date: _____

Employer: _____ Date: _____

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

ALL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER CONTRACTOR ON THE SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

C3.7 Construction Environmental Management Plan

ATTACHED SEPARATELY AS ANNEXURE B

C3.8 Electrical specifications

ATTACHED SEPARATELY AS ANNEXURE C

C3.9 COVID-19 Health and Safety Specifications

ATTACHED SEPARATELY AS ANNEXURE D

AGRICULTURE RESEARCH COUNCIL



THE TENDER:

PART C4: SITE INFORMATION

PART C4: SITE INFORMATION**C4.1 General Information**

This section describes the site at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming and risks.

C4.1.1 Site Location

The Analytical Services building is located in a property on 600 Belvedere Street in Pretoria. The coordinates of the site are: **25°44'18.60"S; 28°12'27.30"E**

C4.1.2 Access to Site and Restrictions

The construction will happen in an access-controlled area with restricted access to the site and all work will take place within the Agriculture Research Council Institute for Soil, Climate and Water.

C4.1.3 Existing Services, Servitudes and Wayleaves**Known services:**

All known service providers have services within the area of construction.

Use of detection equipment for the location of underground services:

Services must be detected using hand excavation and with the use of metal detectors.

Damage to services:

The contractor is responsible for damages to all services known and unknown. The contractor must, before commencing with any earthworks, ensure that he is aware of all the existing services are, if any. These services are to be properly exposed and protected during the period of construction. The client reserves the right to, should there be any claims with regard to services damaged by the contractor through negligence

Wayleaves will be supplied to the contractor by the Employer's Agent where applicable.

C4.1.4 Security

The Contractor shall be responsible for the security of his personnel, materials, and equipment and construction plant on and around the site of the Works and for the security of his camp. The Employer in this regard will consider no claims.

C4.1.5 Nature of Ground and Subsoil Conditions

There is no need for the geotechnical report, however if there is need for one, it shall be made available on request.

C4.2 Drawings

The following drawings have been attached to this tender document. The drawings are for tender purposes only.

List of Drawings:

Drawing No	Title
A101	ROOF PLAN
A105	LIGHT ROOF