



GAUTENG PROVINCE
AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

ANNEXURE A

REQUEST FOR QUOTATION (RFQ)

FOR

THE APPOINTMENT OF A CONTRACTOR FOR THE REPAIR AND MAINTENANCE OF BUILDINGS AT EIKENHOF, RAND WEST AND TARLTON AGRI-PARKS

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PART C1: AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE (Agreement)

Offer

The Gauteng Department of Agriculture and Rural Development (GDARD), identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

REPAIR AND MAINTENANCE OF BUILDINGS AT EIKENHOF, RAND WEST AND TARLTON AGRI-PARKS.

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

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

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

.....

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Tenderer:

Signature:

Name:

Capacity:

Name and address of organisation:

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

Signature and name of witness:

Signature:

Name:

Date:

Acceptance

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

The terms of the contract, are contained in

- | | |
|--------|---|
| Part 1 | Agreements and Contract Data, (which includes this Agreement) |
| Part 2 | Pricing Data |
| Part 3 | Scope of Work |
| Part 4 | Site Information |

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The Tenderer shall within fourteen (14) days after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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.

For the Employer:

Signature:

Name:

Capacity:

Name and address of organisation:

.....

.....

.....

Signature and name of witness:

Signature:

Name:

Date:

Schedule of Deviations

Notes:

1. The extent of deviations from the 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 subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the 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

By the duly authorised representatives signing this Schedule of Deviations, 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 Tender Schedules, as well as any confirmation, clarification or change 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

..... Name

..... Capacity

Name and address of organisation:

.....

.....

.....

For the Employer:

.....

.....

.....

Name and address of organisation:

.....

.....

.....

..... Witness signature.....

..... Witness name

..... Date

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the (day)

of (month)

20..... (year)

at (place)

For the Contractor:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

C1.2 CONTRACT DATA**PART 1: DATA PROVIDED BY THE EMPLOYER****C1.2.1. CONDITIONS OF CONTRACT**

The **General Conditions of Contract for Construction Works**, Third Edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

C1.2.2. CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this contract.

Clause	Contract specific data
1.1.1.13	The Defects Liability Period is 90 days (<i>measured from the date of the Certificate of Completion</i>).
1.1.1.14	Due completion date is calculated from the commencement date and as adjusted by such extensions of time or acceleration as may be allowed in terms of the contract.
1.1.1.15	The Employer is the Gauteng Department of Agriculture and Rural Development (GDARD).
1.2.1.2	Umnotho House 56 Eloff Street Johannesburg Tel: (011) 240 3423 Email: mokgaetje.matsembe@gauteng.gov.za
1.1.1.16	The name of the employer's Agent is GDARD: INFRASTRUCTURE DEVELOPMENT REPRESENTATIVE
1.1.1.26	The Pricing Strategy is: Re-measurement Contract (Bills of Quantities)
5.3.1	The documentation required before commencing with the Works are: a) Safety file (See detailed required information in C3.1.3) (Refer to Clause 4.3) b) Initial programme of works (Refer to Clause 5.6). c) Cash-flow projection plan. d) Quality Management Plan. e) Security of 10% retention of the value of works (Refer to Clause 6.2.2). f) Proof of key personnel (CVs, certified copies of Trade Test Certificates for the Painter, Carpenter and Plumber, and a CV demonstrating the Foreman's minimum of three (3) years' experience in General Building (GB).
5.3.2	The time to submit the documentation required before commencement of the works is fourteen (14) days.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.

Clause	Contract specific data
5.8.1	The non-working days are: 1) Sunday. 2) Saturday. 3) Public holidays and voting days if published prior to the tender closing date. 4) The year-end break commencing and ending on dates as specified by SAFCEC. No work shall be executed unless otherwise permitted as per clause 5.8
5.13.1	The penalty for failing to complete the Works within the approved timeframes, plus approved extensions of time or condonation thereof is R0.10 per R100 of the contract value per calendar day.
5.14.1	The requirements for achieving Practical Completion are; a) Completed maintenance works as per prescribed specification and to the satisfactory of GDARD. b) The works execution methods, techniques and processes must comply to stipulated works specification and fully compliant to the OHS Act 85 of 1993 and regulations as amended, NEMA and other relevant prescripts.
5.14.5.3	The retention shall be kept at 100% in terms of Clauses 6.10.5
6.10.1.5	The percentage advance on materials not yet built into the Permanent Work is Nil.
6.10.3	The limit of retention money is 10% of the Contract Sum.
6.10.5	When a Defects Liability Period is specified, no retention money shall become due and shall be paid to the Contractor. When the Employer's Agent has issued a Practical Completion Certificate in terms of Clause 5.14.4. The total amount (100%) of retention money shall become due when the Employer's Agent has issued a Completion Certificate. It shall be paid to the Contractor within 30 days of the expiration of the Defects Liability Period, which may be extended in terms of Clauses 5.14.4 or 7.8.1 if necessary.
8.6.1.1.2	The service provider must submit proof of all risk insurance equal to the contract value within Seven (7) days from the appointment date. Failure to submit proof of insurance as specified will result in termination of the appointment. The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the service provider arising out of and in the course of their employment in connection with this contract for any one event is equal to the appointment value or contract value.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R Nil.
10.5.3	The number of Adjudication Board Members to be appointed is three

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Contract specific data
1.1.1.9	The name of the Contractor is
1.2.1.2	The address of the Contractor is Physical Address Postal Address Tel: Fax: Email:
6.2.1	The security to be provided by the contractor shall be 10% of the Contract Value inclusive of value added tax (vat). Alternatively, the contractor shall arrange for 10% retention of the value of works deducted from initial and/or intermediate claims until the 10% of the Contract value has been achieved.

C1.2.3: VARIATION TO THE GENERAL CONDITIONS OF CONTRACT

Clause	Contract specific data
6.10.4	In the third sentence replace “28” with “30”.

**C1.3 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT No. 85 OF 1993)**

THIS AGREEMENT made at _____

on this the _____ day of _____ in the year _____

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

in her capacity as **Practitioner: Occupational Health and Safety**

and

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

in his capacity as Practitioner: _____

WHEREAS the Employer is desirous that certain works be constructed, **REPAIR AND MAINTENANCE OF BUILDINGS AT EIKENHOF, RAND WEST AND TARLTON AGRI-PARKS.** and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 9.1, 9.2 or 9.3 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 8.4 of the GCC and all relevant conditions of contract mentioned above, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

- 6 The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.**
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

8. The contact details of the OH&S Agent for the GDARD are as follows:

Practitioner: Occupational Health and Safety
 Tel: _____
 Cell: _____
 Email: _____

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

SIGNED FOR AND ON BEHALF OF THE GDENV:

WITNESS 1

NAME 1
 (IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1

NAME 1
 (IN CAPITALS)

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

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

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on _____ 20.....,

Mr/Ms _____

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE : _____

SIGNATURE OF SIGNATORY: _____

WITNESS 1

NAME 1
(IN CAPITALS)

PART C2: PRICING DATA

C2.1. PRICING INSTRUCTIONS.

1 General

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all other document comprising the Contract Document, which include the Conditions of Bid, Conditions of Contract, and the project Specifications.

2 Descriptions of items in the Schedule

The descriptions of the items in the Schedule of Quantities serves as a benchmark for bidders to formulate price proposals.

3 Quantities Reflected in the Schedule

The quantities set out in the schedule of quantities will be used to determine payments to the contractor.

4 Provisional Sums

Where Provisional sums are provided for items in the Schedule of Quantities, payment for work done under such items will be made in accordance with a pre-approved Terms of Reference. The GDARD reserves the right, during the execution of the works, to adjust the stated amounts upwards or downward according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

5 Prime Cost Sums

An amount allowed for an item or services for which actual details of the scope of work are not defined at tender stage. Payment is made on the production of invoices showing the actual cost after implementation or installation. Services rendered in this manner carry a mark-up for which a rate is offered at tender stage to cover all the tenderer's costs and profit in providing the item or services.

6 Pricing the Schedule of Quantities

The prices and rates to be inserted by the Bidder in the Schedule of Quantities shall be the full inclusive prices to be paid by the GDARD for the work described under several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all work described and as shown on the drawings (where applicable) as well as all overheads, profits, incidentals and the cost of all general risks, liabilities, obligations, temporary and permanent works set forth or implied in the documents on which the Bid is based.

Each item shall be priced and extended to the "Total" column by the Bidder, with exception of the items for which only rates are required, or items which already a Prime Cost or Provisional Sums have affixed thereto. If the Bidder omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Contractor will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Contractor shall fill in rates for all items where the words “Rate Only” appear in the “Total” column. “Rate Only” items have been included where:

- an alternative item or material is contemplated;
- variations of specified components in the make-up of a pay item may be expected; and
- no work under the item is foreseen at Bid stage but the possibility that such work may be required is not excluded.

For “Rate Only” items no quantities are given in the “Quantity” column but the quoted rate shall apply in the event of work under this item being required. The Contractor shall however note that in terms of the Bid Data the Contractor may be asked to reconsider any such rates the GDARD may regard as unbalanced.

All rates and amounts quoted in the Schedule of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Schedule of Quantities.

7 Corrections of Entries

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Contractor.

8 Arithmetical Errors

The rates and lump sums filled in by the Service Provider in the pricing schedule shall be final and binding with regard to submitting the tender, and may be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender.

Should there be any discrepancies between the tender sum and the extended and totalled pricing schedule, the tender sum will be regarded as being correct, and the GDARD shall have the right to make adjustments to the pricing schedule rates to reconcile the pricing schedule rates with the tender sum appearing on the form of offer provided is the same as the tender sum at the bottom of pricing schedule or summary schedule. In such an event the Service Provider will be consulted but, failing agreement between the parties, the decision of the GDARD shall be final and binding.

Adjustment of the pricing schedule rates will take place prior to the signing of the contract. In their own interest Service Providers must ensure that their tendered rates, the extensions and the tender sum are correct.

Should between the sum written on the form of offer and tender in the pricing schedule be any discrepancies, the sum appearing in the pricing schedule shall take precedence and regarded as the final offer.

9 Monthly Payments

Unless otherwise specified in the Specifications and Project Specifications, progress payments shall be by means of interim progress instalments measured against actual deliverables achieved to the satisfactory of GDARD, according to the pre -approved Terms of Reference.

10 Units of Measurement

The units of measurement described in the Schedule of Quantities are metric units which consist of standard international and non-standard abbreviations as follows:

No.	= number
%	= percent
Sum	= Lump sum
PC sum	= Prime Cost sum
Prov sum	= Provisional Sum
Month	= Calendar Month
mm	= millimetre
m	= metre
km	= kilometre
km-pass	= kilometre-pass
m ²	= square metre
m ² -pass	= square metre-pass
ha	= hectare
m ³	= cubic metre
m ³ -km	= cubic metre-kilometre
kW	= kilowatt
kN	= kilonewton
kg	= kilogram
t	= ton (1 000 kg)
%	= per cent
MN	= meganewton
MN-m	= meganewton-metre

C2.2 DESCRIPTION OF THE WORKS

Refer to Bill of Quantities.

PART C3: SCOPE OF WORKS

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVE

The objective of GDARD (employer) is to execute the repairs and maintenance works at Rooiwal, Soshanguve, Eikenhof and Rand West Agri-parks.

C3.1.2 OVERVIEW OF THE WORKS

The scope of works entails:

The works

1. EIKENHOF AGRI-PARK

- a) Replace timber doors and locksets.
- b) Supply and lay 25mm thick cement and sand screed to door ramps.
- c) Repair wall cracks.
- d) Repaint internal and external walls.
- e) Repaint and revarnish timber doors.
- f) Replace ceilings, cornices and trap doors.
- g) Replace water closet suites.
- h) Replace pillar taps to hand wash basins.

2 RAND WEST AGRI-PARK

Replace door frame.
Replace doors and locksets.
Repair drywall
Repair structural wall cracks and other wall cracks.
Repair roof tiles.
Repaint internal walls, ceiling and door frames.
Repaint and revarnish timber doors.
Replace water closet suites.
Replace basin mixer taps.
Replace manual push-up galvanised steel roller shutters.

3.TARLTON AGRI-PARK

- a) Waterproof IBR sheets.
- b) Replace water closet suites.
- c) Replace door locks.
- d) Install 4m of galvanised steel diamond mesh fence, gate and posts.
- e) Replacement 1m of 50mmØ uPVC waste pipes and fittings.
- g) Replace 1m copper pipe and flexible stainless steel braided connector

4. SITE

- a) Clean the site, fixtures to the satisfactory of GDARD.
- b) Test the operation.
- c) Prepare maintenance guide or plan.
- d) Handover the site to GDARD.

C3.1.3 SHE DOCUMENTATION

Safety file

At a minimum the SHE File should contain the following documentation:

- Scope of work
- Personnel list (employees in the project);
- OH&S / SHE Policy and other Policies.
- Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations; COIDA Act, NEMA.
- Proof of valid registration and good standing with the Compensation Commissioner
- SHE Plan
- Approved risk assessments, review and monitoring plans and safe work procedures (method statements of activities on the scope of work);
- A list of external service providers including copies of the agreements between the parties and the type of work being done by each service provider;
- All written designations and appointments for project scope of work (CV and competency copies);
- Management structure (inclusive of OH&S responsibility & meeting structure);
- Induction training and site SHE rules;
- Occupational health and safety training matrix / plan;
- Description of security measures;

The following registers (as applicable to work performed/scope of work):

- Accident and/or incident notifications, investigation & control register;
- Occupational health and safety representatives inspection register;
- Toolbox talks pro-forma;
- First-aid box content template;
- Record of first-aid treatment template;
- Fire equipment inspection and maintenance template;
- Ladder inspection template;
- Machine safety inspections template (including machine guards, lock-outs etcetera);
- Inspections templates of structures;
- Templates of issuing of Personal Protective Equipment;
- Emergency preparedness and response programmes;
- Medical examination tests
- Vaccination records
- And any other necessary records/documentation required to be in the safety file.

Please note the risk assessment must relate to the project and must include all activities on the scope of work and risks attached to each activity including control measures.

C3.1.4 LOCATION OF THE WORKS

- a) Country: Republic of South Africa.
- b) Province: Gauteng.

Site	Local Municipality	Coordinates	Land Description
Eikenhof Agri-park	Mid vaal Local Municipality	-26.33860, 28.01160	100 Kliprivier road, Plot 28/327, Along R550 Road
Bekkersdal /Rand West Agri-park	Rand West City Local Municipality	-26.27902,27.68119	Plot 34, Along R28, next to Donaldson Dam
Tarlton Agripark	Mogale City Local Municipality	-26.05739, 27.66854	Mogale Extension 20, Portion 29 and 32 of the farm Vlakdrift 163, IQ

C3.2 ENGINEERING.**C3.2.1 DESIGN.**

Specifications are attached.

C3.2.2 DRAWINGS.

Not applicable to this contract

C3.3 PROCUREMENT**C3.3.1 CONTRACTOR SERVICES**

The Service Provider team must consist of at least:

- a) Qualified painter with a painting trade test certificate and a minimum of three (3) years of experience in painting work (Submit CV and certified copies of certificates).
- b) Qualified carpenter with a carpentry trade test certificate and a minimum of three (3) years of experience in carpentry work (Submit CV and certified copies of certificates).
- c) Qualified plumber with a plumbing trade test and a minimum of three (3) years of experience as a plumber (Submit CV and certified copies of certificates).
- d) Foreman with a minimum of three (3) years' experience in General Building (GB)-related works (Submit CV and certified copies of certificates).
- e) Note that the service provider is responsible to source any additional human resource necessary to complete the task, other than the key personnel listed above.

C3.3.2 SUB-CONTRACTOR SERVICES**C3.3.2.1 Scope of Works for Sub-contractor services.**

For subcontracting after award of RFQ: The contractor shall comply with clause 4.4 of the GCC and regulation 12(1) and (3) of the Preferential Procurement Regulations 2017 (PPR 2017) where,

- a) Reg. 12 (1): a person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- b) Reg. 12(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 contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

C3.4 CONSTRUCTION

AMENDED SPECIFICATION

None.

C3.4.1.2 QUALITY MANAGEMENT PLAN.

QUALITY PLAN

The contractor is responsible for,

- 1) Exposing the existing services to confirm suitable fittings prior to ordering material.
- 2) Inform GDARD for acceptance and approval to proceed with material order.
- 3) Inform GDARD or Employer's Agent of all delivered material for approval or acceptance 5 working days prior to use.
- 4) Checking delivered material against specification.
- 5) Sign-off delivered material.
- 6) Record the delivered material.
- 7) Complete preparatory works.
- 8) Ensure that all the works are completed according to the specifications.
- 9) Inform GDARD to check all the works upon completion.
- 10) Obtain practical completion certificate.
- 11) Obtain final completion certificate.

C3.4.2 PERFORMANCE PERIOD

- a) Submission of Project Documents: Fourteen (14) calendar days.
- b) Planned Performance period: Sixty (60) working days from the commencement of the date work up to practical completion date.
- c) Defects liability period: Ninety (90) calendar days measured from the practical completion date.

C3.4.3 SITE ESTABLISHMENT

The project is located in Eikenhof, Bekkersdal /Rand West and Tarlton Agri-parks equipped with basic services which are not always available for the contract execution, however prior arrangement for such must be made with the Agri-park management by the contractor.

C3.4.3.2 Facilities provided by the Contractor.

Water.

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

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Employer or Employer's Agent and such water source authority, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Employer or Employer's Agent, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

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

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

Electricity

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

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

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

Excrement disposal

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

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

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

C3.4.3.3 Permits and wayleaves.

The Contractor shall be responsible to obtain all the wayleave required for this Contract.

Protection of works

The contractor must protect the works and arrange operations to minimize inconvenience to the public and traffic. This includes providing and maintain temporary works, lights, barricades, fencing and guarding.

Responsibility for materials

The contractor is responsible for the safekeeping of materials and must replace any or damaged materials at their own cost.

Risk of damage

The contractor is responsible for the full risk of damage to or destruction of the works during construction. They must take precautions and security measures to protect the works.

Health and safety

The contractor must create a health and safety plan that addresses hazards and provides a safe working environment. They must also investigate incidents and issues copies to the employer's Health and Safety Agent.

PART C4: SITE INFORMATION

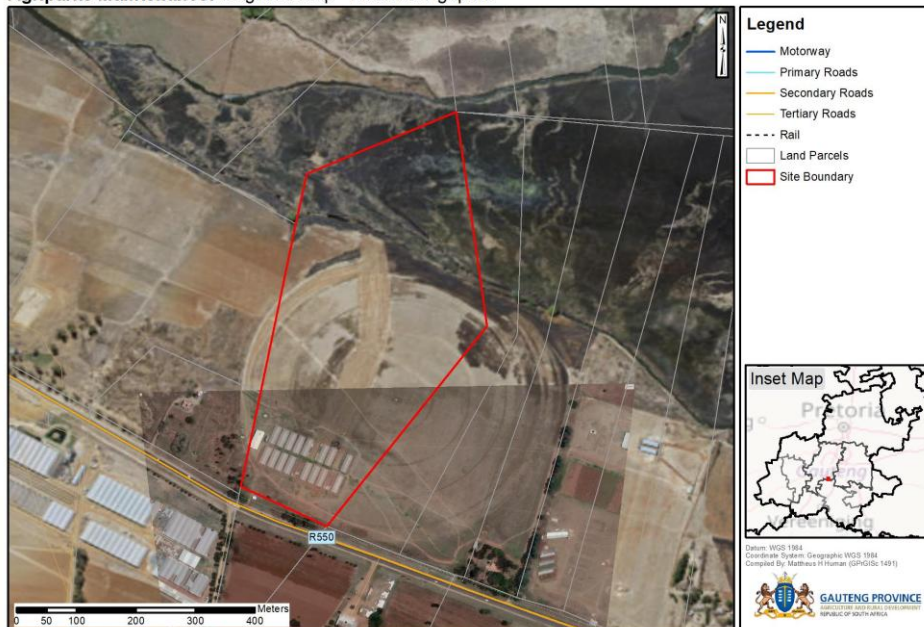
Country: Republic of South Africa.

Province: Gauteng.

Local Municipality: Midvaal Local Municipality, Rand West City Local Municipality and Mogale City Local Municipality

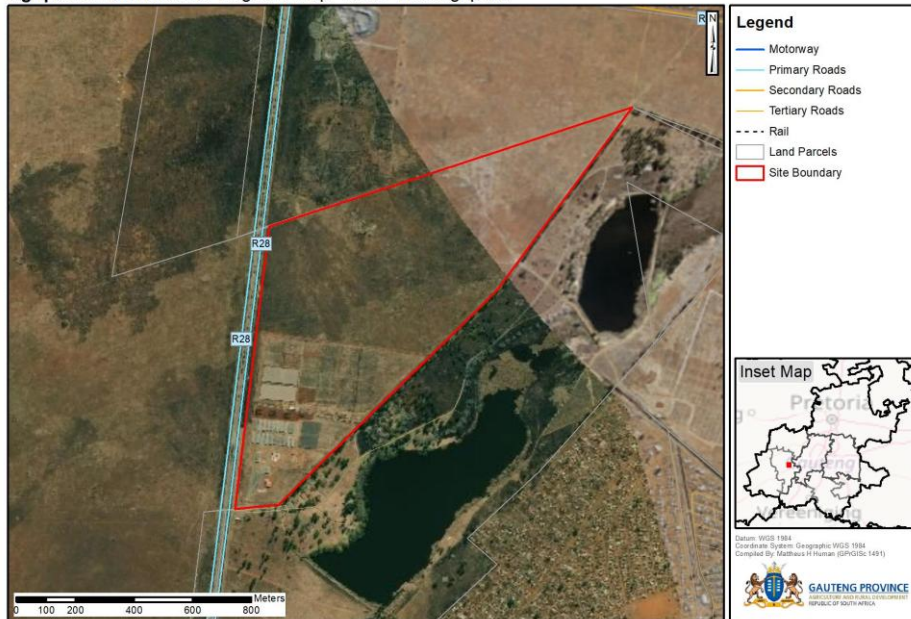
Eikenhof Agri-park - Midvaal Local Municipality (-26.33860, 28.01160)

Agriparks Maintenance: Regional Map - Eikenhof Agripark



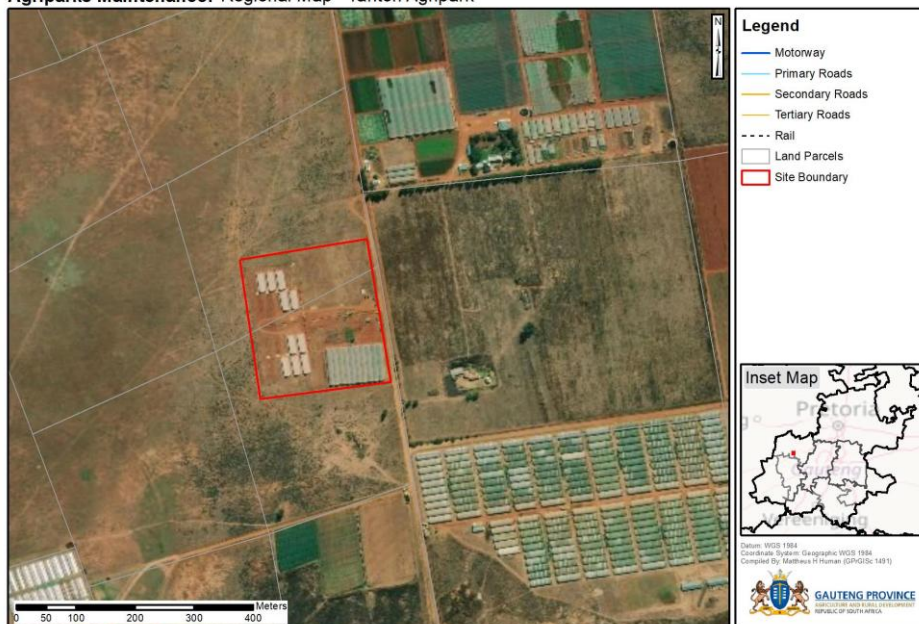
Rand West Agri-park - Rand West City Local Municipality (-26.27902,27.68119)

Agriparks Maintenance: Regional Map - Rand West Agripark



Tarlton Agri-park - Mogale City Local Municipality (-26.05739, 27.66854)

Agriparks Maintenance: Regional Map - Tarlton Agripark



Site Accessibility times: 07:00 to 16:30