

# INVITATION TO BID BID NUMBER: DFFE-T004 (23/24)

APPOINTMENT OF A CIDB GRADED CONTRACTOR FOR THE RENOVATION OF BUILDING WORKS IN THE FREE STATE PROVINCE (THABA NCHU & BOTSHABELO) FOR A PERIOD OF TWELVE (12) MONTHS FOR CONTRACTOR WITH 3GB OR HIGHER.

### **FS-MANGAUNG METRO GMC 2018**

Name: Mr. TN. Mathatho

Office Telephone No: 012 399 9493 or 072 723 5173

E-mail: nmathatho@dffe.gov.za

# NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

Company name	Supplier registration number	Unique reference number	
			Main contractor
			Sub-contracted/ joint venture comp 1
			Sub-contracted/ joint venture comp 2

A compulsory clarification and presentations meeting for all projects will take place as follows:

Date: 05 May 2023

Time: 11H00

Venue: Thaba Nchu Buyback Centre is situated in Selosesha Unit 1, which is approximately 62km from Bloemfontein and located at the following GPS Coordinates 29°11'59.72"S;26°48'58.10"E is within the Mangaung Metro Municipality in the Free State Province.

CLOSING DATE OF THE BID: 30 MAY 2023 AT 11H00 AM

**TENDER NO: DFFE-T004 (23-24)** 

PROJECT NAME: FS-MANGAUNG METRO GMC 2018

APPOINTMENT OF A CIDB GRADED CONTRACTOR FOR THE RENOVATION OF BUILDING WORKS IN THE FREE STATE PROVINCE (THABA NCHU & BOTSHABELO) FOR A PERIOD OF TWELVE (12) MONTHS FOR CONTRACTOR WITH 3GB OR HIGHER.

DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

**VOLUME 1 – TENDERING PROCEDURES** 

VOLUME 2 – RETURNABLE DOCUMENTS

**VOLUME 3 – THE CONTRACT** 

### **TENDER DOCUMENT**

**APRIL 2023** 

ISSUED BY:
DEPARTMENT OF FORESTRY FISHERIES AND THE ENVIRONMENT
PRIVATE BAG X447
ENVIRONMENTAL HOUSE
PRETORIA
0001

PREPARED BY:
ENGINEERING ACES (PTY) LTD
UNIT 5, PROSPES HOUSE
WILLOWS,
BLOEMFONTEIN
9301

NAME OF THE TENDERER:	

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# VOLUME 1: TENDERING PROCEDURES

### T1.1 NOTICE AND INVITATION OF TENDER

Project Name:	FS-MANGAUNG METRO GMC 2018
Reference no.:	EPIP-A200167918

Advertisement Date:	18 April 2023	Validity:	120 days
Closing Date:	30 May 2023	Closing time:	11:h00am

The Department of Forestry, Fisheries, and the Environment (DFFE), invites CIDB registered Contractors.

### It is estimated that tenderers should have a CIDB contractor grading designation of:

### 3 GB or higher

"Delete or select tender value range select class of construction works" where only one class of construction works is applicable

**Works Description:** The project comprises of developing a nature reserve, the following are the main deliverables:

- a). The repair works to structural steel frames and it's cladding;
- b). The repairs to internal brickwork and plastering;
- c). Installation of steel Balustrades;
- d). Construction and refurbishment of plumbing works (sewer and water pipelines);
- e). The installation and refurbishment of the electrical works;
- f). The installation industrial shutter doors;
- g). Installation of a 2.4m high Clear Vu security fence and a 6 m wide Clear-Vu gate or similar approved;
- h). Correction of defects in the Works in accordance with the requirements specified in the Contract Document;
- i). Dealing with existing services;
- j). Reinstating services;
- k). Cleaning up the site and reinstating all roads to their original condition.

The description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Only bidders who are responsive to the following responsiveness criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder may result in the tender offer being disqualified from further consideration:

	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders, and of	
$\boxtimes$	proof of registration with Construction Industry Development Board is required.	
$\boxtimes$	Proof of valid registration with CIDB.	
$\boxtimes$	Invitation to bid (SBD 1).	
×	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully	
	completed, and signed in black ink. Use of correction fluid is prohibited; only black ink can be used in the	
	document (All as per Standard Conditions of Tender).	
$\boxtimes$	Submission of the Form of Offer and Acceptance.	
$\boxtimes$	Submission of the Bidder's Disclosure (SBD 4).	
$\boxtimes$	Submission of applicable Resolution by the legal entity, or consortium / joint venture, authorizing a dedicated	
	person(s) to sign documents on behalf of the firm / consortium / joint venture.	
$\boxtimes$	The tenderer will be required to submit a fully priced Bills of Quantities / Lump Sum Document (complete	
	document inclusive of all parts) together with the tender document.	
$\boxtimes$	Submission of Site Inspection Meeting Certificate as proof of attendance of compulsory site inspection	
	meeting (To provide the contractors with a clear understanding of the scope of works).	
$\boxtimes$	Registration on National Treasury's Central Supplier Database (CSD) and Tax Pin from SARS.	
$\boxtimes$	B-BBEE level of contribution certificate or affidavit if B-BBEE points are claimed for Construction Sector.	
$\boxtimes$	B-BBEE level of contribution certificate or affidavit for intended subcontractors.	
$\boxtimes$	A consolidated B-BBEE level of contribution certificate in the case of Joint Ventures.	
$\boxtimes$	For service providers to claim for preference points the following must be adhered to:	
	A. Submit a complete and signed SBD 6.1,	
	B. Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS	
	Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit	
	commissioned by Commissioner of Oaths or A Consolidated Joint Venture B-BBEE Certificate clearly	
	outlining the % ownership by black people, women and people with disabilities.	
	C. Verification Certificate means a B-BBEE Certificate issued in compliance with the B-BBEE Codes of	
	Good Practice or Sector Codes issued in terms of Section 9 1 of the Broad Based Black Economic	
	Empowerment Act 53 of 2003 as amended by Act 46 of 2013.	
	D. Unincorporated Joint Ventures are required to submit a consolidated verification certificate	

×	Submission of the schedule of Tender's Past and Current Projects
×	Corrections made in the document should be initialed by the authorized person (as stated in the Standard
	Condition of Tender attached in this tender document).
$\boxtimes$	Certified copies of the Founding Statement – CK1
×	Certificate of Incorporation – CM1
×	Valid COIDA or FMA certificate issued by the Department of Labour
×	Completion of Form Q for completed projects
×	CV's and copies of qualifications and Registrations for Project Staff as per Form R
$\boxtimes$	Bank Letter confirming financial capacity
$\boxtimes$	Completed and signed Consent Form

NB: DFFE RESERVES THE RIGHT TO PERFORM DUE DILIGENCE AND VERIFICATION ON ALL SUBMITTED DOCUMENTS AND INFORMATION BY BIDDERS

### Bidder must comply with the Mandatory Requirements criteria for Preferential Procurement listed below

#### **MANDATORY REQUIREMENTS**

Does mandatory requirement apply for this bid?	375
boes manualory requirement apply for this blu?	YES

The following mandatory requirement will apply and all bids that do not meet mandatory requirement will be disqualified and not be evaluated further.

The compulsory Pre-Tender Site Inspection meeting will be held as follows:

Site 1 Venue: Thaba Nchu Buyback Centre is situated in Selosesha Unit 1, which is approximately 62km from

Bloemfontein and located at the following GPS Coordinates 29°11'59.72"S;26°48'58.10"E is

within the Mangaung Metro Municipality in the Free State Province

Date: \_\_05 MAY 2023\_\_\_\_\_

Starting time: <u>11h00am</u>

Site 2 Venue: Botshabelo Buyback Centre is situated in Botshabelo Section F, which is approximately 50km

from Bloemfontein and located at the following GPS Coordinates 29°13'17.74"S; 26°40'43.49"E

is within the Mangaung Metro Municipality in the Free State Province

Date: \_\_05 MAY 2023\_\_\_\_\_

Starting time: 11h00am

ITEM NO.	D. MANDATORY REQUIREMENTS	
1.	Main contractor must have a CIDB contractor grading designation of 3GB or higher. Attach proof	
2.	Attendance of a Compulsory Pre-tender Site Inspection Meeting	

It is recommended for the Bidder to consider the Local Content as a Special Condition for Procurement Preferential below:

#### **SPECIAL CONDITION**

ITEM NO.	SPECIAL CONDITION
1.	Compliance to Local Production and Content requirements as per SBD 6.2 and Annexure C, D & E

### **Functional Evaluation Criterion Summary**

The maximum points allocation per criterion is summarised in the following table:

Minimum functionality score to qualify for further evaluation:	70 Points	
--	-----------	--

Functionality criteria:	Weighting factor:
RELEVANT WORK EXPERIENCE ON PREVIOUS COMPLETED PROJECTS OF A SIMILAR NATURE, SCOPE /OR COMPLEXITY AND VALUE	30
REFERENCES FROM CLIENTS/CONSULTANTS FOR COMPLETED PROJECTS OF SIMILAR IN NATURE, SCOPE, AND VALUE	20
FINANCIAL CAPACITY	10
COMPETENCY OF THE SITE AGENT	20
COMPETENCY OF THE GENERAL FOREMAN	10
COMPETENCY OF THE HEALTH SAFETY OFFICER	10
TOTAL FUNCTIONALITY SCORE	100 Points

Bidders are requested to provide evidence of complying with these Functional Criteria by completing the relevant forms in the bid document (Forms) as well supplying completion certificates for completed projects as proof. Failure to supply completion certificates as required will mean that the project will not be contributing towards experience of the company and bidders will lose points on this criterion, under completed projects.

### **FUNCTIONALITY EVALUATION MATRIX**

Bidder's Company Experience, Current Resources and Current Expertise will be evaluated as per the matrix below.

The following values / indicators will be applicable when evaluating functionality:

Projec	ect Name: FS-MANGAUNG METRO GMC 2018				
No	Criteria Evaluation Indicators			Applicable Value	
1	RELEVANT CONSTRUCTION WOR A SIMILAR NATURE, SCOPE /OR (		30		
	Provide a descriptive list of all completed projects of similar nature, scope and value to this	1 x completed cons higher value of t completion certificat			
	tender for the past 10 years. Attach Final Completion Certificate indicating: Name of Employer/	each or higher value	2 x completed construction projects at R450 000 each or higher value of this project with duly signed completion certificate		
	Client, Contact number, Contractual commencement date and completion date. Please Note: the	each or higher value	3 x completed construction projects at R450 000 each or higher value of this project with duly signed completion certificate		
	form for the Particulars of Tenderer's Completed Projects must be fully completed (for all projects).	each or higher value	<b>4</b> x completed construction projects at <b>R450 000</b> each or higher value of this project with duly signed completion certificate		
	In addition, please ensure that the completed project listed, will also be included in the "Schedule of Tenderer's Current and Completed projects" form, that is attached as a returning document in this bid.  Portfolio of projects: Please provide of services rendered for the projects list	5 x completed or more construction projects at R450 000 each or higher value of this project with duly signed completion certificate  ocumentation to support, i.e., project description; projected below:		pject value and	
	Name of project	Client	Short Description of project	Value of Project (Final account)	
1					
2					
3					
4					
5					
6					

7						
8						
9						
10						
No	Criteria	Evaluation Indicate	ors		Applica Value	able
2.	REFERENCE LETTERS FROM EMINATURE, SCOPE AND VALUE IND FOLLOWING:  Time management  Quality Management  Health and Safety Management	ICATING EMPLOYE		_		20
	Management of sub-contracto  Please provide signed reference			Completion Certificate		(1)
	letters from Employer / Clients	from employer for co				<b> </b>
	confirming your company's involvement for the projects listed in	2 x Positive refere	ence lette	r from employer for	(2)	
	item 1 above, and additional projects of similar nature. Attach	completed construction projects.  3 x Positive reference letter from employer for completed construction projects.			(3)	
	positive reference letters indicating:  Name of Employer, contact number,	4 x Positive reference letter from employer for completed construction projects.			(4)	
	Contract sum, Contractual commencement date and completion date and the role played by the bidder in the project.  NB: Positive reference letter(s) indicated corresponding with the Final Completion Certificate(s) provided above will be utilized to verify and evaluate the value in criteria 1	5 or more positive reference letter from employer for completed construction projects.  Value of Project as measured for final			attached NO	
				account		
1					-	
2						

				1
3				
4				
5				
6				
7				
No	Criteria	Evaluation Indicators		Applicable Value
3.	FINANCIAL CAPACITY			10
	Provide valid Bank rating letter on	Credit rating/code of E		(1)
	the banks letterhead from the	Credit rating/code of D		(2)
	Bidders' Banking Institution stating	Credit rating/code of C		(3)
	A, B, C, D and E bank code /rating,	Credit rating/code of B		(4)
	not older than 6 months from closing	Credit Rating/code of A	Cradit Pating/code of A	
	of the bid.	ordan raung/oddo or ra		
No	Name of Bank	Contact Person	Contact Number	Date of letter
No 1	Name of Bank	Contact Person	Contact Number	Date of letter
	Name of Bank	Contact Person	Contact Number	Date of letter
1	Name of Bank	Contact Person	Contact Number	Date of letter
1 2	Name of Bank	Contact Person	Contact Number	Date of letter
1 2 3	Name of Bank	Contact Person	Contact Number	Date of letter
1 2 3 4	Name of Bank	Contact Person	Contact Number	Date of letter
1 2 3 4 5	Name of Bank  Criteria	Contact Person  Evaluation Indicators	Contact Number	Date of letter  Applicable  Value
1 2 3 4 5 6			Contact Number	Applicable
1 2 3 4 5 6 No	Criteria			Applicable Value
1 2 3 4 5 6 No	Criteria	Evaluation Indicators	n coupled with 4 years	Applicable Value

	Compatence of Cite Agent CV and	Duilt Environment Qualification	na acualad with Mara	1	
	Competence of Site Agent CV and	Built Environment Qualification coupled with More than 5 years relevant construction experience, CV			(2)
	copies of relevant Built Environment qualifications coupled with relevant	•	included with relevant qualification(s)		
		•			
	'	Built Environment Qualification coupled with More			<b>/2</b> \
	submitted where the average number of years' experience will be	than 6 years relevant construction experience, CV			(3)
	·	included with relevant qualification			
	considered when awarding the	Built Environment Qualification	•		(A)
	points.	than 7 years relevant constru	•		(4)
		included with relevant qualification			
		Built Environment Qualification	•		/E\
		than 8 years relevant constru	· /		(5)
		included with relevant qualification	ation(s)	Amalia	ahla
No	Criteria	Evaluation Indicators		Application Value	able
5.	COMPETENCE OF THE GENERAL	FOREMAN			10
	Competence of the General	4 years relevant construc	ion experience, CV		
	Foreman, CV and copies of relevant	included with relevant qualifica	included with relevant qualification(s)		
	construction qualifications coupled	More than 5 years relevant construction experience,			
	with relevant construction	CV included with relevant qualification(s)			(2)
	experience to be submitted where	More than 6 years relevant construction experience,			
	the average number of years'	CV included with relevant qualification(s)			(3)
	experience of the key personnel will	More than 7 years relevant co	nstruction experience,		
	be considered when awarding the	CV included with relevant qua	lification(s)		(4)
	points.	More than 8 years relevant co	nstruction experience,		
		CV included with relevant qua	lification(s)		(5)
				CVs ar	nd
	Name of the Key Dames	Name of the	Doutfalia/Douttion	Qualifi	cations
No	Name of the Key Person	Qualification(s)	Portfolio/Position	attach	ed
				YES	NO
1					
2					
No	Criteria	Evaluation Indicators		Applic	able
No				Value	
6.	COMPETENCE OF THE OCCUPAT		` ,		10
		4 years relevant OHS ex			
		construction industry, CV included with relevant			(1)
		qualification(s)			

	Competence of <b>OHS Officer</b> . CV	More than 5 years relevant C	HS experience within		
	and copies of relevant Occupational	Occupational the construction industry, CV included with relevant		(	(2)
	Health and Safety qualification(s)	qualification(s)			
	(SAMTRAC/NOSA/ Formal Tertiary	More than 6 years relevant OHS experience within			
	Qualification) coupled with relevant	the construction industry, CV included with relevant		(	(3)
	OHS experience within the	qualification(s)			
	construction industry where the	More than 7 years relevant OHS experience within			
	average number of years'	the construction industry, CV	included with relevant	(	(4)
	experience will be considered when	qualification(s)			
	awarding the points.	More than 8 years relevant C	HS experience within		
		the construction industry, CV	included with relevant	(	(5)
		qualification(s)	qualification(s)		
				CVs an	ıd
	Name of the Key Person	Name of the		Qualifications	
No	Name of the Key Person	Name of the	Portfolio/Position	Qualifi	calions
No	Name of the Key Person	Qualification(s)	Portfolio/Position	attache	
No	Name of the Key Person		Portfolio/Position		
No 1	Name of the Key Person		Portfolio/Position	attache	ed
	Name of the Key Person		Portfolio/Position	attache	ed
1	Name of the Key Person		Portfolio/Position	attache	ed
1 2	Name of the Key Person		Portfolio/Position	attache	ed
1 2 3	Name of the Key Person		Portfolio/Position	attache	ed
1 2 3 4 5	Name of the Key Person  L FUNCTIONALITY SCORE		Portfolio/Position	attache	ed

(Weighting will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

### **Preference Point and Price Calculation**

The following preference point system will be followed to advance the categories of persons:

- a) For contracts with a Rand value up to R50 000 000, a maximum of 20 points may be allocated for specific goals as contemplated above, provided that the lowest acceptable tender scores 80 points for price.
  - i. The applicable formula to be used is Ps=80[1-(Pt-Pmin)/Pmin]. Provided:

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of the lowest applicable tender.

- ii. A total of 20 points may be awarded to a tenderer as follows:
  - 20 points: if the Bidder has more than 50% (fifty percent) by Black people, Women, or people with disabilities
  - 0 Points: for 50% and below ownership by stipulated categories of persons
- b) A contract may be awarded to a tenderer that did not score the highest points only in accordance with section 2(1)(f) of the PPPFA.
- c) Bid will be awarded to a bidder with the highest points on price and Preference Points on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.
- d) The DFFE reserves the right to negotiate prices that are not deemed market related and not to award the tender to the bidder with the lowest price.
- e) Preference point system applicable for this bid is: 80/20
- f) A total of **20** points will be allocated for either of the specific goals.

SPECIFIC GOALS	80/20
>50% ownership by Black people, Or	20
>50% ownership by Women, Or	20
>50% ownership by people with Disability	20

For bidders to claim preference points, the following must be adhered to:

- F.1) Submit a complete and signed SBD 6.1,
- F.2) Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths together with their bids. <u>Issued in terms of the amended</u>

  Construction Sector Code
- F.3) If the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entities should be submitted. Members in the joint venture must meet the requirement of the proposal. **Issued in terms of the amended Construction Sector Code**
- F.4) Submit a CSD report.

#### Collection of tender documents

☑ Bid documents are available for free download on e-Tender portal <a href="www.etenders.gov.za">www.etenders.gov.za</a> and <a href="cidb">cidb i-tender</a>

### Enquiries related to technical part of the tender document may be addressed to:

DFFE Project Manager:	Mr. TN. Mathatho	Telephone no:	012 399 9493
Cell no:	072 723 5173	E-mail:	nmathatho@dffe.gov.za

#### Deposit / return of tender documents

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

All tenders must be completed in black ink and submitted on the official forms (forms not to be re-typed).

Tender documents may be posted to:		Deposited in the tender box at:
The Director-General		
Department of Forestry, Fisheries, and the Environment		Environmental House
Private Bag X 447		Ground Floor of the Department of Forestry,
Pretoria		Fisheries and Environment
0001		473 Steve Biko Road
	OR	Arcadia,
Attention:		Pretoria
Procurement section: Tel: 012-399 9073		0083
POSTED TENDERS MUST BE RECEIVED PRIOR		
CLOSING DATE: 30 May 2023AND		Ground floor (At the Reception)
<b>TIME</b> : 11:00		
BY THE DEPARTMENT		

### **TECHNICAL ENQUIRIES**

Should you require any further information in this regard, please do not hesitate to contact:

Name: Mr. TN. Mathatho

**Office Telephone No.:** 012 399 9493 or 072 723 5173

E-mail: nmathatho@dffe.gov.za

Name: Mr. T. Litabe

Office Telephone No.: 073 583 6432

E-mail: <a href="mailto:thato.litabe@engineeringaces.co.za">thato.litabe@engineeringaces.co.za</a>

# **T1.2 TENDER DATA**

Clause number	Tender Data
	The conditions of tender are the Standard Conditions of Tender (as published / amended by CIDB contained
	in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts (August
	2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 of 08 August 2019. (See
	www.cidb.org.za).
	The standard conditions of tender for procurements make several references to the tender data for details that
	apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity
	or inconsistency between it and the standard conditions of tender.
	Each item of tender data given below is cross-referenced to the clause in the standard conditions of tender to
	which it mainly applies.
C.1.1	The employer is the <b>Department of Forestry</b> , <b>Fisheries</b> , <b>and the Environment</b>
C.1.2	For this contract, the three-volume approach is adopted:
	This procurement document has been formatted and compiled under the headings as contained in the
	CIDB's "Standard for Uniformity in Construction Procurement."
	Volume 1: Tendering procedures
	T1.1 - Notice and invitation to tender
	T1.2 - Tender data
	Volume 2: Returnable documents
	T2.1 - List of returnable documents
	C1.1 - Form of offer and acceptance
	T2.2 - Returnable schedules
	Volume 3: Contract
	Part C1 - Agreements and Contract data
	C1.1 – Form of offer and acceptance
	C1.2 – Contract data
	C1.3 – Construction form of guarantee
	Part C2 - Pricing Data
	C2.1 – Pricing Assumptions
	C2.2 – Bills of Quantities / Lump sum document
	Part C3 - Scope of Works
	C3.1 – Description of the works
	C3.2 – Construction
	Part C4 - Site Information

representative of the Employer:  Name: Mr H Muthabo (SCM Representative)	
Name: Mr H Muthabo (SCM Representative)	
Address: DFFE Head Office Reception	
473 Steve Biko Road, Arcadia, 0083.	
E-mail: hmuthabo@dffe.gov.za	
Tel: 012 399 9055/ 0123999892	
C.1.5 Cancellation and Re-Invitation of Tenders	
C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-	
a) due to changed circumstances, there is no longer a need for the engineering and	construction works
specified in the invitation.	
b) funds are no longer available to cover the total envisaged expenditure; or	
c) no acceptable tenders are received.	
d) there is a material irregularity in the tender process.	
C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which	n the original tender
invitation was advertised	
C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invite	ation for the second
time.	
C.1.6 Procurement procedures	
C.1.6.1 Unless otherwise stated in the tender data, a contract will, subject to C.3 be concluded wi	th the tenderer who
in terms of C.3 is the highest ranked or the tenderer scoring the highest number of tender e	evaluation points, as
relevant, based on the tender submissions that are received at the closing time for tenders	<b>3</b> .
C.1.6.2 Competitive negotiation procedure	
C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be follow	ved, tenderers shall
submit tender offers in response to the proposed contract in the first round of submission	ns. Notwithstanding
the requirements of C.3 the employer shall announce only the names of the tenderers who	make a submission.
The requirements of C.8 relating to the material deviations or qualifications which affect the	competitive position
of tenderers shall not apply.	
C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderer	ers that are highest
ranked in terms of the evaluation criteria stated in the tender data shall be invited to en	iter into competitive
negotiations based on the principle of equal treatment, keeping confidential the propo-	osed solutions and
associated information.	
Notwithstanding the provisions of C.2 the employer may request that tenders be clarified,	, specified and fine-

tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
The contract shall be awarded in accordance with the provisions of C.3 after tenderers have been requested to submit their best and final offer.
Tenderer's obligations
Eligibility  Only those tenderers who satisfy the following criteria are eligible to submit tenders:  a) CIDB registration  Registered with the CIDB, at close of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, for a 3GB or higher class of construction work.  Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission.  Tenders received from such tenderers who are not capable of being registered in the required contractor designation, within 10 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of
Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, are not eligible to have their tenders evaluated.  Joint Ventures are eligible to submit tenders provided that:  a) every member of the joint venture is registered with the CIDB;  b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status, and  c) the combined contractor grading designation calculated in accordance with the Construction Industry

in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019.

- C.2.1.1 Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:
  - (a) Availability of resources
  - (b) Availability of skills to manage and perform the contract including staff which satisfies EPWP requirements (see further requirements under C.3)
  - (c) Previous experience on contracts of a similar value and nature
  - (d) A letter on the companies' letterhead stating that the contractor has sufficient capacity to execute the project

### C.2.2 **Eligibility**

### b) Risk to Employer

#### Provisions applicable to Evaluation Method 1 and 2:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Evaluation Committee by the Project Manager / Professional Team appointed on the project.

For the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on the form for the (Schedule of current and completed projects). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over, and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Project Manager, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

#### Technical risks:

#### a) Criterion 1: Quality of current and previous work

Quality of current and previous work performed by the Tenderer in the class of construction work stated above as per the evaluation report prepared by the Professional Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form for the (Schedule of current and completed projects).

#### b) Criterion 2: Contractual commitment

Adherence to contractual commitments, demonstrated by the Tenderer in the performance on current and previous work, evaluated in terms of:

1) the level of progress on current projects in relation to the project Programme or, if such is not available/applicable, to the contractual construction period in general.

	2) the degree to which previous projects have been completed within the contractual completion periods
	and/or extensions thereto; and
	3) general contract administration, e.g., compliance with contractual aspects such as laws and regulations,
	insurances, security, written contract instructions, subcontractors, time delay claims, etc. as can generally
	be expected in standard/normal conditions of contract.
	c) Criterion 3: Commercial risks  The level to which agreement with the Tenderer is reached in respect of the adjustment of rates which are
	imbalanced or unreasonable and to eliminate errors or discrepancies, without changing the tendered total
	amount / final offer, over and above the correction of arithmetical errors as provided for in C.2 and C.3
	·
C.2.2.1	The tenderer must be notified of all arithmetic errors, omissions and/or rate imbalances that are identified in
	the tender offer and request the tenderer to, within a stipulated time, accept the total of the rates / prices as
	corrected by the Department professional team without changing the tender amount / final offer.
C.2.2.2	Cost of Tender
	The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the
	employer for printing the documents. The Employer will not compensate the tenderer for any costs incurred in
	attending the meetings or making any submissions in the office of the Employer.
C.2.3	Check documents
	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or
	omission.
C.2.4	Confidentiality and copyright of documents
	Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by
	the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
C.2.6	Acknowledge addenda
	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary,
	apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
C.2.7	Seek clarification
	Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working
	days before the closing time stated in the tender data.
C.2.8	Insurance
	Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover
	required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek
	qualified advice regarding insurance.
C.2.9	Pricing the tender offer
C.2.9.3	This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and
	prices shall remain fixed, final and binding for the full duration of this contract.

C.2.11	Alterations to documents  Do not make any alterations or additions to the tender documents, except to comply with instructions issued
	by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations (refer to the standard condition of Tender).
C.2.12	Alternative tender offers
	No alternative tender offers will be considered
C.2.13	Submitting a tender offer
C.2.13.1	Submit one tender offer only as a single tendering entity to provide the whole of the works identified in the
	contract data and described in the scope of works, unless stated otherwise in the tender data.
C.2.13.2	Return all returnable documents to the employer after completing them in their entirety, either electronically (if
	they were issued in electronic format) or by writing legibly in non-erasable ink.
C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in
	the tender data, with an English translation of any documentation in a language other than English, and the
	parts communicated electronically in the same format as they were issued by the employer.
C.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The employer
	will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to
	contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold
	liable for the purpose of the tender offer.
C.2.13.5	Seal the original tender offer marked as "ORIGINAL". The package shall state on the outside the employer's
	address and identification details stated in the tender data, as well as the tenderer's name and contact address.
C.2.13.6	Bidders are requested to deliver the submission in one envelope. The Employer's address for delivery of tender
	offers and identification details to be shown on the tender offer package is:
	Title to appear on envelope one (1):
	1. CONTRACT NO.: <b>DFFE-T004 (23-24) -</b> ( <i>TECHNICAL PROPOSALS</i> )  The appointment of a contractor for the construction of the <u>FS- MANGAUNG METRO GMC 2018</u> on
	behalf of the Department of Forestry, Fisheries, and the Environment.
	This envelope must contain the returnable SCM Documentations, Relevant Annexures and Appendixes. This
	envelope must contain <b>printed copies</b> of all the pages in this document, duly completed and signed, <b>inclusive</b>
	of the pricing schedules (bill of quantities), which must be submitted in one envelope as detailed below.
	For identification purposes, bidders are requested to ensure that the envelopes containing the company's bids
	are clearly marked and are easily identifiable by the company's logo or name.
	Location of tender box: Ground Floor of the Department of Forestry, Fisheries and Environment
	Physical address: Location of tender box: DFFE Head Office Reception  473 Stove Bike Boad, Arcadia, 0083
	Physical address: 473 Steve Biko Road, Arcadia, 0083  Identification details: TENDER BOX
	Identification details. TENDER DOX

C.2.13.7	Seal the original tender offer in an outer package that states on the outside only the employer's address and
	identification details as stated in the tender data.
C.2.13.8	Accept that the employer will not assume any responsibility for the misplacement or premature opening of the
	tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer.
C.2.14	Information and data to be completed in all respects
	Accept that tender offers, which do not provide all the data or information requested completely and, in the
	form, required, may be regarded by the employer as non-responsive.
C.2.15	Closing time
	The closing time for submission of tender offers is 11h00am
	The Department of Forestry, Fisheries and the Environment is not obliged to accept the lowest or any
	tender and reserves the right to accept any tender in whole or in part.
C.2.16	The tender offer validity period is 120 days from the closing date.
C.2.17	Clarification of tender offer after submission
	Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation
	of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors
	by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers
	or substance of the tender offer is sought, offered, or permitted.
C.2.18.2	The Tenderer shall, when requested by the Employer to do so, submit the names of all management and
	supervisory staff that will be employed to supervise the labour-intensive portion of the works together with
	satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19	Inspections, tests, and analysis
	Provide access during working hours to premises for inspections, tests and analysis as provided for in the
	tender data.
C.2.20	Submit securities, bonds, and policies
	If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds,
	guarantees, policies, and certificates of insurance required in terms of the conditions of contract identified in
	the contract data.
	Provide access during working hours to premises for inspections, tests and analysis as provided for in the
	tender data.
C.2.23	The Tenderer is required to submit his/her tender with all documents and schedules listed under T2.1 and T2.2.
C.2.24	Canvassing and obtaining of additional information by tenderers
	The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials
	or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer
	arriving at a decision thereon.

	The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that			
	disclosed at the opening of tenders.			
C.2.25	Prohibitions on awards to persons in service of the state			
	The Employer is prohibited to award a tender to a person -			
	a) who is in the service of the state; or			
	b) if that person is not a natural person, of which any director, manager, principal shareholder of			
	stakeholder is a person in the service of the state; or			
	c) a person who is an advisor or consultant contracted with the Department.			
	In the service of the state means to be -			
	a) a member of:-			
	any municipal council;			
	any provincial legislature; or			
	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;			
	e) provincial public entity or constitutional institution within the meaning of the Public			
	Finance Management Act, 1999 (Act No.1 of 1999);			
	f) a member of the accounting authority of any national or provincial public entity; or			
	g) An employee of Parliament or a provincial legislature.			
	In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in			
	service of state in part T2 of this procurement document must be completed.			
C.3	The employer's undertakings			
C.3.1	Respond to requests from the tenderer			
	The Employer will respond to requests for clarification received up to five (5) working days before the tender			
	closing time.			
C.3.2	Issue Addenda			
	Addenda will be issued until five (5) working days before the tender closing time.			
C.3.5	The time and location for opening of the tender offers are:			
	11:00am On 30 MAY 2023 at the Department of Forestry, Fisheries and			
	the Environment: Head Office Reception Physical address: 473 Steve Biko Road, Arcadia, 0083			
C.3.9	Arithmetical errors, omissions, and discrepancies			
C.3.9.1	Check the highest ranked tenders or tenderers with the highest number of tender			
	evaluation points after the evaluation of tender offers in accordance with C.3 for:			
	a) the gross misplacement of the decimal point in any unit rate;			
	b) omissions made in completing the pricing schedule or bills of quantities; or			

### c) arithmetic errors in:

i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.

### C.3.9.2 The arithmetical errors shall be corrected in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other Corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above.

### C.3.11 Functionality, Price and Preference

The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The evaluation of bids will be undertaken in **4 stages**.

### C.3.12 Stage 1: Initial screening (pre-compliance) on Supply Chain Management returnable requirements

During this phase bid documents will be reviewed to determine the compliance with Standard Bidding Documents (SBD), SCM returnable, tax matters and contractor had registered on Central Data Base (CSD). All returnable documents must be submitted with the bid documents at the closing date and time of the bid. Bids which do not satisfy the compliance criteria will be disqualified and will not be evaluated further on prequalification criteria.

The bid proposal will be screened for compliance with administrative requirements as indicated below and bidders must circle the correct answer

Item No.	Administrative Requirements	Check/Compliance
1	Master Bid Document	provided and bound
2	Electronic copy (USB/DISK)	Provided and similar to Master Bid Document
3	SCM - SBD 1 - Invitation to Bid	Completed and signed
4	SCM - SBD 4 - Bidder's Disclosure	Completed and signed

5	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed
6	In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable

### Stage 2: Mandatory Requirements

The following mandatory requirements will apply and all bids that do not meet mandatory requirements will be disqualified and will not be evaluated further on functionality criteria.

Criteria	Yes/No
Main contractor must have a CIDB contractor grading designation of 3 GB or higher	
A contractor must attend a compulsory pre-tender site inspection briefing on the date and time	
published on the tender document	

### Stage 3: Functional Evaluation

The Functional Evaluation will be carried out to assess the Bidder's suitability to undertake the project, the Bidder's Company Experience, Current Resource, Current Expertise and project cost will be evaluated.

Bidders who fail to obtain a minimum 70 Points for functionality under **Stage 3** will not be considered further. DFFE shall not be held responsible for incorrect judgement misled by unclear written letters/words on the forms below, to be completed by the Bidder(s). **DO NOT COMPLETE THE FORMS BY WRITING "SEE ATTACHED"**, Bidder(s) who refer to attachment **WILL BE SCORED ZERO**. Attachment shall strictly be made where specified and at the correct location, any attachment other than what has been requested by DFFE, shall be completely ignored, and scored zero, where points allocation is required.

When completing Forms, Bidder(s) may make copies of the original Forms, should the provided forms be inadequate for their completion of the information required. Forms must be hand completed in black ink, no computer regenerated forms will be accepted. Forms must be completed in full, forms not completed in full shall be rejected by scoring zero.

#### Stage 4: Price and Preference Points

#### **Price and Preference Points Calculation**

The following preference point system will be followed to advance the categories of persons:

a) For contracts with a Rand value up to R50 000 000, a maximum of 20 points may be allocated for specific goals as contemplated above, provided that the lowest acceptable tender scores 80 points for price.

The applicable formula to be used is Ps=80[1-(Pt-Pmin)/Pmin]. Provided:

Ps = Points scored for price of tender under consideration.

Pt = Price of tender under consideration; and

Pmin = Price of the lowest applicable tender.

A total of 20 points may be awarded to a tenderer as follows:

20 points: if the Bidder has more than 50% (fifty percent) by Black people, Women, or people with disabilities

0 Points: for 50% and below ownership by stipulated categories of persons

- b) A contract may be awarded to a tenderer that did not score the highest points only in accordance with section 2(1)(f) of the PPPFA.
- c) Bid will be awarded to a bidder with the highest points on price and Preference Points on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.
- d) The DFFE reserves the right to negotiate prices that are not deemed market related and not to award the tender to the bidder with the lowest price.
- e) Preference point system applicable for this bid is: 80/20
- f) A total of **20** points will be allocated for either of the specific goals

SPECIFIC GOALS	80/20
>50% ownership by Black people, Or	20
>50% ownership by Women, Or	20
>50% ownership by people with Disability	20

### For service providers to claim for preference points the following must be adhered to:

- a) Submit a complete and signed SBD 6.1,
- b) Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths or A Consolidated Joint Venture B-BBEE Certificate clearly outlining the % ownership by black people, women and people with disabilities. <a href="Issued in terms of the amended Construction Sector Code">Issued in terms of the amended Construction Sector Code</a>.
- c) Verification Certificate means a B-BBEE Certificate issued in compliance with the B-BBEE Codes of Good Practice or Sector Codes issued in terms of Section 9 1 of the Broad Based Black Economic Empowerment Act 53 of 2003 as amended by Act 46 of 2013. <u>Issued in terms of the amended</u> <u>Construction Sector Code.</u>
- d) Unincorporated Joint Ventures are required to submit a consolidated verification certificate

### C.3.13.1 Tender offers will only be accepted on condition that:

- a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- b) the bidder or any of its directors is not listed in the Register of Bid 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;
- c) the bidder has not:
  - i. abused the Employer's Supply Chain Management System; or

C.3.18	The number of paper copies of the signed contract to be provided by the employer is ONE.
	Has submitted the documentation listed in T2.21 and T2.22
	compromise the tender process
	on the tenderer's ability to perform the contract in the best interests of the employer or potentially
	d) Has completed the Returnable SBD4, 6.1, forms and there are no conflicts of interest which may impact
	ii. failed to perform on any previous contract and has been given a written notice to this effect.

#### FORM A: SCHEDULE OF BIDDER'S EXPERIENCE IN CONSTRUCTION PROJECTS

DFFE shall not be held responsible for incorrect judgement misled by unclear written letters/words on the forms below, to be completed by the Bidder(s). **DO NOT COMPLETE THE FORMS BY WRITING "SEE ATTACHED"**, Bidder(s) who refer to attachment will be scored zero. Attachment shall strictly be made where specified and at the correct location, any attachment other than what has been requested by DFFE, shall be completely ignored, and scored zero, where points allocation is required.

When completing Forms, Bidder(s) may make copies of the original Forms, should the provided forms be inadequate for their completion of the information required. Forms must be hand completed in black ink; no computer regenerated forms will be accepted. Forms must be completed in full, forms not completed in full shall be rejected by scoring zero.

- i) In order to qualify for maximum points, the bidder's Contractor must have completed construction of *more than* five (5) in related projects with a minimum value of R450 000, excluding VAT over the last 10 years.
- ii) Main contractor must have a CIDB contractor grading designation of **3GB** or higher.

### FORM A: COMPLETED PROJECTS

Name of the Bidder			
NUMBER OF YEARS' EXPERIENCE IN THE BUILT ENVIRONMENT OR CONSTRUCTION			
PROJECT No.	1	2	
Project Name			
Nature of Project			
Client (Responsible fo	r		
supervision)		,	
Client Contact person			
Clients Contact Person (Name	,		
Tel/ Cell no and Fax no)			
Clients Contact Person (emai	1	/	
address)	/		
Consulting Engineer (Name, Tel	/		
Cell no and Fax no)			
Appointment Value (at leas	t		
R450K)			
Project Location (Province)			
Project Duration(months)	/		
Project Commencement Date			
(months/year)			
Is the Project Completed (Yes/No			
Completion certificate attached	1		
(Yes or No)			
Estimated Completion Date (If no	t		
yet Completed)			
Completion Date (If Completed			
(months/year)			
Main Contractor (Yes/No)			

PROJECT No.	3	4
Project Name		
Nature of Project		
Client (Responsible for		
supervision)		
Client Contact person		
Clients Contact Person (Name,		
Tel/ Cell no and Fax no)		
Clients Contact Person (email		
address)		
Consulting Engineer (Name, Tel/		
Cell no and Fax no)		
Appointment Value (at least		
R450K)		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date		
(months/year)		
Is the Project Completed (Yes/No)		
Completion certificate attached		
(Yes or No)		
Estimated Completion Date (If not		
yet Completed)		
Completion Date (If Completed)		
(months/year)		
Main Contractor (Yes/No)		

PROJECT No.	5	6
Project Name		
Nature of Project		
Client (Responsible for		
supervision)		
Client Contact person		
Clients Contact Person (Name,		
Tel/ Cell no and Fax no)		
Clients Contact Person (email		/
address)		
Consulting Engineer (name, Tel		
no and fax no)		
Appointment Value (at least		
R450K)		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date		
(months/year)		
Is the Project Completed (Yes/No)		
Completion certificate attached		
(Yes or No)		
Estimated Completion Date (If not		
yet Completed)		
Completion Date (If Completed)		
(months/year)		
Main Contractor (Yes/No)		
		1

PROJECT No.	7	8
Project Name		
Nature of Project		
Client (Responsible for		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (Name,		
Tel/ Cell no and Fax no)		
Clients Contact Person (email		/
address)		
Consulting Engineer (Name, Tel/		
Cell no and Fax no)		
Appointment Value (at least		
R450K)		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date	/	
(months/year)		
Is the Project Completed (Yes/No)		
Completion certificate attached		
(Yes or No)		
Estimated Completion Date (If not		
yet Completed)		
Completion Date (If Completed)		
(months/year)		
Main Contractor (Yes/No)		

PROJECT No.	9	10
Project Name		
Nature of Project		
Client (Responsible for		
supervision)		
Client Contact person		
Clients Contact Person (Name,		
Tel/ Cell no and Fax no)		
Clients Contact Person (email		
address)		
Consulting Engineer (Name, Tel/		
Cell no and Fax no)		
Appointment Value (at least		
R450K)		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date		
(months/year)		
Is the Project Completed (Yes/No)		
Completion certificate attached		
(Yes or No)		
Estimated Completion Date (If not		
yet Completed)		
Completion Date (If Completed)		
(months/year)		
Main Contractor (Yes/No)		

FORM B: EXPERIENCE OF NOMINATED PERSONNEL

Bidders must have experienced staff, who have previously worked on similar projects. The information will be verified with

the references provided. Any information found to be untruthful will lead to the immediate disqualification of the Service

Provider. The bidder must have in its proposal a: -

i) Site Agent with more than 10 years' experience in design and construction management.

ii) General Foreman with more 5 years' experience in contracts management of construction, in order to score

maximum points.

iii) OHS Officer with more than 5 years' experience in site safety management of construction projects.

Bidders are required to complete the forms attached as evidence and also submit detailed CVs as well as the qualifications

and professional registrations of the above-mentioned personnel.

NB:

ONE INDIVIDUAL MAY NOT BE NOMINATED FOR MORE THAN ONE ROLE OR POSITION FOR THIS BID. IF AN

INDIVIDUAL IS NOMINATED FOR MORE THAN ONE ROLE THEN THE POINTS WILL ONLY BE ALLOCATED FOR

ONE OF THE ROLES AND THE BIDDER WILL SCORE ZERO ON ANY OTHER ROLE.

It is mandatory to complete all fields in Form B for each project listed as this information will be deemed to be material to

the award of the Contract. Failure to complete all fields for the project listed may lead to the bidder losing points during

functional evaluation under the categories. Should the bidder choose to present the required information in the

attachments, then the bidder must COMPLETE FORM (B) FIRST and then make a clear reference to such attachments

so that they may be considered; and such attachments must provide the same information requested for in Form B.

FORMS TO BE COMPLETED BY THE BIDDERS

Form B (I) General Foreman

Form B (II) Site Agent

Form B (III) OHS Agent

# FORM B (i) GENERAL FOREMAN

## **General Foreman in the Company**

Post	Name	Qualifications (Degree/Diploma in the Built Environment	Experience in years
General			
Foreman			
Bidders are requir	red to submit as attachments after this	s page, e.g. qualifications.	l
Signature		Date	
Name		Capacity	
Bidder			

#### **General Foreman**

The Bidder must note that repeating the same year under different project will still be considered as one year's experience.

General Foreman				
Name and Surname				
Experience in years' experience as General Foreman				
EXPERIENCE AS GENERAL FOREMAN				
YEAR of Experience as General Foreman	Year 1 (	)	Year 2 ()	
	(e.g.2019 etc.)		(e.g.2018).	
Project Name			/	
Nature of Project				
Client (Responsible for supervision)				
Client Contact person				
Clients Contact Person (name, Tel/Cell no and				
fax no)				
Clients Contact Person (email address)				
Consulting Engineer (name, Tel no and fax	/			
no)				
Appointment Value				
Project Location (Province)				
Project Duration(months)				
Project Commencement Date (months/year)				
Is the Project Completed (Yes/No)				
Estimated Completion Date (If not yet				
Completed)				
Completion Date (If Completed)				
(months/year)				
Roles/Responsibilities performed by the				
Bidder on the project:				

EXPERIENCE AS GENERAL FOREMAN			
YEAR of Experience as General Foreman	Year 3 ()	Year 4 ()	
	(e.g.2019 etc.)	(e.g.2018).	
Project Name			
Nature of Project			
Client (Responsible for supervision)			
Client Contact person			
Clients Contact Person (name, Tel/Cell no and			
fax no)			
Clients Contact Person (email address)			
Consulting Engineer (name, Tel no and fax		/	
no)			
Appointment Value			
Project Location (Province)	/		
Project Duration(months)	/		
Project Commencement Date (months/year)	/		
Is the Project Completed (Yes/No)	/		
Estimated Completion Date (If not yet			
Completed)			
Completion Date (If Completed)			
(months/year)			
Roles/Responsibilities performed by the			
Bidder on the project:			

EXPERIENCE AS GENERAL FOREMAN			
YEAR of Experience as General Foreman	Year 5 ()	Year 6 ()	
	(e.g.2019 etc.)	(e.g.2018).	
Project Name			
Nature of Project			
Client (Responsible for supervision)			
Client Contact person			
Clients Contact Person (name, Tel/Cell no and			
fax no)			
Clients Contact Person (email address)			
Consulting Engineer (name, Tel no and fax		/	
no)			
Appointment Value			
Project Location (Province)	/		
Project Duration(months)	/		
Project Commencement Date (months/year)	/		
Is the Project Completed (Yes/No)	/		
Estimated Completion Date (If not yet			
Completed)			
Completion Date (If Completed)			
(months/year)			
Roles/Responsibilities performed by the			
Bidder on the project:			
/			

EXPERIENCE AS GENERAL FOREMAN			
YEAR of Experience as General Foreman	Year 7 ()	Year 8 ()	
	(e.g.2019 etc.)	(e.g.2018).	
Project Name			
Nature of Project			
Client (Responsible for supervision)			
Client Contact person			
Clients Contact Person (name, Tel/Cell no and			
fax no)			
Clients Contact Person (email address)			
Consulting Engineer (name, Tel no and fax		/	
no)			
Appointment Value			
Project Location (Province)			
Project Duration(months)	/		
Project Commencement Date (months/year)			
Is the Project Completed (Yes/No)	/		
Estimated Completion Date (If not yet			
Completed)			
Completion Date (If Completed)			
(months/year)			
Roles/Responsibilities performed by the			
Bidder on the project:			

EXPERIENCE AS GENERAL FOREMAN				
YEAR of Experience as General Foreman	Year 9 ()	Year 10 ()		
	(e.g.2019 etc.)	(e.g.2018).		
Project Name				
Nature of Project				
Client (Responsible for supervision)				
Client Contact person				
Clients Contact Person (name, Tel/Cell no and				
fax no)				
Clients Contact Person (email address)				
Consulting Engineer (name, Tel no and fax		/		
no)				
Appointment Value				
Project Location (Province)	/			
Project Duration(months)				
Project Commencement Date (months/year)				
Is the Project Completed (Yes/No)	/			
Estimated Completion Date (If not yet				
Completed)				
Completion Date (If Completed)				
(months/year)				
Roles/Responsibilities performed by the				
Bidder on the project:				
		1		
Signature	Date _			
Name	Capacity _			
Bidder				

# FORM B (ii) SITE AGENT

	Post	Name		Experience in years
	Site Agent			
В	idders are required to submit as attachr	nents after this page, the CV an	d any other inform	ation they may consider
re	elevant.			
	Signature		Date	
	Name		Capacity	
	Bidder		/	

# Site Agent

The Bidder must note that repeating the same year under different project will still be considered as one year's experience.

SITE AGENT		
Name and Surname		
Experience in years' experience		
EXPERIENCE AS SITE AGENT		
YEAR of Experience as Site Agent	Year 1 ()	Year 2 ()
	(e.g.2019 etc.)	(e.g.2018).
Project Name		
Nature of Project		/
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, Tel/Cell no		/
and fax no)		
Clients Contact Person (email address)	,	/
Consulting Engineer (name, Tel no and		
fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date		
(months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet		
Completed)		
Completion Date (If Completed)		
(months/year)		
Roles/Responsibilities performed by the		
Bidder on the project:		

EXPERIENCE AS SITE AGENT			
YEAR of Experience as Site Agent	Year 3 ()	Year 4 ()	
	(e.g.2017 etc.)	(e.g.2016).	
Project Name			
Nature of Project			
Client (Responsible for supervision)			
Client Contact person			
Clients Contact Person (name, Tel/Cell no			
and fax no)			
Clients Contact Person (email address)			
Consulting Engineer (name, Tel no and		/	
fax no)			
Appointment Value			
Project Location (Province)		/	
Project Duration(months)	/		
Project Commencement Date			
(months/year)	/		
Is the Project Completed (Yes/No)			
Estimated Completion Date (If not yet			
Completed)			
Completion Date (If Completed)			
(months/year)			
Roles/Responsibilities performed by the			
Bidder on the project:			
/			

EXPERIENCE AS SITE AGENT	EXPERIENCE AS SITE AGENT				
YEAR of Experience as Site Agent	Year 5 ()	Year 6 ()			
	(e.g.2015 etc.)	(e.g.2014).			
Project Name					
Nature of Project					
Client (Responsible for supervision)					
Client Contact person					
Clients Contact Person (name, Tel/Cell no					
and fax no)					
Clients Contact Person (email address)					
Consulting Engineer (name, Tel no and					
fax no)					
Appointment Value		/			
Project Location (Province)		/			
Project Duration(months)	/				
Project Commencement Date					
(months/year)	/				
Is the Project Completed (Yes/No)					
Estimated Completion Date (If not yet					
Completed)					
Completion Date (If Completed)	/				
(months/year)					
Roles/Responsibilities performed by the					
Bidder on the project:					

EXPERIENCE AS SITE AGENT				
YEAR of Experience as Site Agent	Year 7 ()	Year 8 ()		
	(e.g.2013 etc.)	(e.g.2012).		
Project Name				
Nature of Project				
Client (Responsible for supervision)				
Client Contact person				
Clients Contact Person (name, Tel/Cell no				
and fax no)				
Clients Contact Person (email address)				
Consulting Engineer (name, Tel no and				
fax no)				
Appointment Value				
Project Location (Province)		/		
Project Duration(months)	/			
Project Commencement Date				
(months/year)	/			
Is the Project Completed (Yes/No)				
Estimated Completion Date (If not yet				
Completed)				
Completion Date (If Completed)				
(months/year)				
Roles/Responsibilities performed by the				
Bidder on the project:				

EXPERIENCE AS SITE AGENT				
YEAR of Experience as Site Agent	Year 9 ()	Year 10 ()		
	(e.g.2013 etc.)	(e.g.2012).		
Project Name				
Nature of Project				
Client (Responsible for supervision)				
Client Contact person				
Clients Contact Person (name, Tel/Cell no				
and fax no)				
Clients Contact Person (email address)				
Consulting Engineer (name, Tel no and		/		
fax no)				
Appointment Value				
Project Location (Province)		/		
Project Duration(months)	/			
Project Commencement Date				
(months/year)	/			
Is the Project Completed (Yes/No)				
Estimated Completion Date (If not yet				
Completed)				
Completion Date (If Completed)				
(months/year)				
Roles/Responsibilities performed by the				
Bidder on the project:				
/				
Signature	Date			
Nama	Consoit	,		
Name	Capacity			
Ridder				

# FORM B (IIi) OHS Officer

Post	Name	Qualifications Management	in	Safety	Experience in years
OHS Officer					
Bidders are required to submit as attachments after this page, e.g. the qualifications.					

Signature \_\_\_\_\_ Date

Name \_\_\_\_\_ Capacity \_\_\_\_\_ Bidder

# OHS Agent/ Safety Officer

SAFETY OFFICER			
Name and Surname			
Experience in years' experience as Safety	Officer		
EXPERIENCE AS SAFETY OFFICER IN S	SITE MANAGEMENT OF CONSTR	UCTION PROJECTS.	
YEAR of Experience as OHS Agent	Year 1 ()	Year 2 ()	
	(e.g.2019 etc.)	(e.g.2018).	
Project Name			
Nature of Project			
Client (Responsible for supervision)			
Client Contact person		/	
Clients Contact Person (name, Tel/Cell			
no and fax no)			
Clients Contact Person (email address)		/	
Consulting Engineer (name, Tel no and	/		
fax no)			
Appointment Value			
Project Location (Province)			
Project Duration(months)			
Project Commencement Date			
(months/year)			
Is the Project Completed (Yes/No)			
Estimated Completion Date (If not yet			
Completed)			
Completion Date (If Completed)			
(months/year)			
Roles/Responsibilities performed by			
the Bidder on the project:			

YEAR of Experience as OHS Agent	Year 3 ()	Year 4 ()
<b>3</b>	(e.g.2017 etc.)	(e.g.2016).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, Tel/Cell		
no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, Tel no and		
fax no)		
Appointment Value		
Project Location (Province)		/
Project Duration(months)		
Project Commencement Date	/	
(months/year)	/	
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet		
Completed)		
Completion Date (If Completed)		
(months/year)		
Roles/Responsibilities performed by		
the Bidder on the project:		
/		

EXPERIENCE AS SAFETY OFFICER I	N SITE MANAGEMENT OF CONSTRI	UCTION PROJECTS.
YEAR of Experience as OHS Agent	Year 5 ()	Year 6 ()
	(e.g.2015 etc.)	(e.g.2014).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name,		
Tel/Cell no and fax no)		
Clients Contact Person (email		
address)		/
Consulting Engineer (name, Tel no		
and fax no)		
Appointment Value		/
Project Location (Province)	/	
Project Duration(months)		
Project Commencement Date	/	
(months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet		
Completed)		
Completion Date (If Completed)		
(months/year)		
Roles/Responsibilities performed by		
the Bidder on the project:		
Signature	Date	
Name	Capaci	ty
Bidder		

# **ANNEXURE - C**

# STANDARD CONDITION OF TENDER

# Annex C Standard Conditions of Tender

#### C.1 General

#### C.1.1 Actions

- C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.
- Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
  - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.
- C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

#### C.1.2 Tender Documents

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

#### C.1.3 Interpretation

- C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.
- C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

#### a) conflict of interest means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### C.1.4 Communication and employer's agent

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

#### C.1.5 Cancellation and Re-Invitation of Tenders

- C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if
  - a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
  - b) funds are no longer available to cover the total envisaged expenditure; or
  - c) no acceptable tenders are received.
  - d) there is a material irregularity in the tender process.
- C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised
- C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **C.1.6 Procurement procedures**

#### C.1.6.1 General

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

#### C.1.6.2 Competitive negotiation procedure

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

who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

- C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

#### C.1.6.3 Proposal procedure using the two stage-system

#### C.1.6.3.1 Option 1

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

#### C.1.6.3.2 Option 2

- C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
- C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

#### C.2 Tenderer's obligations

#### C.2.1 Eligibility

- C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

#### C.2.2 Cost of tendering

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

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

#### C.2.3 Check documents

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

#### C.2.4 Confidentiality and copyright of documents

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

#### C.2.5 Reference documents

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

#### C.2.6 Acknowledge addenda

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

#### C.2.7 Clarification meeting

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

#### C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

#### C.2.9 Insurance

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

#### C.2.10 Pricing the tender offer

- C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.
- C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

#### C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

#### C.2.12 Alternative tender offers

- C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

#### C.2.13 Submitting a tender offer

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

#### C.2.14 Information and data to be completed in all respects

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

#### C.2.15 Closing time

- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### C.2.16 Tender offer validity

- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

#### C.2.17 Clarification of tender offer after submission

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

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

#### C.2.18 Provide other material

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

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

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

#### C.2.19 Inspections, tests and analysis

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

#### C.2.20 Submit securities, bonds and policies

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

#### C.2.21 Check final draft

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

#### C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

#### C.2.23 Certificates

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

#### C.3 The employer's undertakings

#### C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

- C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
  - a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
  - b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
  - c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

#### C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

#### C.3.3 Return late tender offers

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

#### C.3.4 Opening of tender submissions

- C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.
- C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

#### C.3.5 Two-envelope system

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

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

#### C.3.6 Non-disclosure

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

#### C.3.7 Grounds for rejection and disqualification

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

#### C.3.8 Test for responsiveness

- C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:
  - a) complies with the requirements of these Conditions of Tender,
  - b) has been properly and fully completed and signed, and
  - c) is responsive to the other requirements of the tender documents.
- C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
  - a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
  - b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
  - c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

#### C.3.9 Arithmetical errors, omissions and discrepancies

- C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:
  - a) the gross misplacement of the decimal point in any unit rate;
  - b) omissions made in completing the pricing schedule or bills of quantities; or
  - c) arithmetic errors in:
    - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
    - (ii) the summation of the prices.
- C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
  - a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
  - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

#### C.3.10 Clarification of a tender offer

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

#### C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures. The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing
	simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the
Equitable	parties.
	The only grounds for not awarding a contract to a tenderer who satisfies all requirements
Transparent	are restrictions from doing business with the employer, lack of capability or capacity, legal
	impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best
Competitive	value outcomes.
	The processes, procedures and methods are standardized with sufficient flexibility to attain best
Cost effective	value outcomes in respect of quality, timing and price, and least resources to effectively manage
	and control procurement processes.

#### The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

#### **C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### C.3.12 Insurance provided by the employer

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

#### C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- i. is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- ii. can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- iii. has the legal capacity to enter into the contract;
- iv. is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- v. complies with the legal requirements, if any, stated in the tender data; and
- vi. is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

#### C.3.14 Prepare contract documents

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

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

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

#### C.3.15 Complete adjudicator's contract

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

#### C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

#### C.3.17 Provide copies of the contracts

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

#### C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to

prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

[For more information the Bidders should download a full document of Annexure C for Standard Conditions of Tender]

# PART A INVITATION TO BID /

			FOR R				E OF DEPARTMEN				
		04 (23/24)		CLOSING DA			MAY 2023	CLOSING TIME		00 AM	
DESCRIPTION APPOINTMENT OF A CIDB GRADED CONTRACTOR FOR THE RENOVATION OF BUILDING WORKS IN THE FREESTATE PROVINCE (THABA NCHU & BOTSHABELO) FOR A PERIOD OF TWELVE (12) MONTHS FOR CONTRACTOR WITH 3GB OR HIGHER.											
BID RESPONSE	DOCUME	NTS MAY I	BE DEF	POSITED IN TH	HE BID BO	X SIT	JATED AT (STREE	T ADDRESS)			
Department of Fo	orestry Fi	sheries an	d the E	invironment; T	he Enviro	nmen	t House,				
473 Steve Biko R	Road; Cnr	Soutpansl	oerg ar	nd Steve Biko I	Road, Arc	adia P	retoria /Tshwane				
BIDDING PROCE	DURE EN	IQUIRIES I	MAY BI	E DIRECTED T	0	TEC	HNICAL ENQUIRIE	S MAY BE DIREC	TED TO:		
CONTACT PERS	ON	Mr Hector	r Mutha	iho		CON	ITACT PERSON	Mr N Mathatho	)		
TELEPHONE NU		012 399 9					EPHONE NUMBER	012 399 9493			
FACSIMILE NUM	BER	N/A				FAC	SIMILE NUMBER	N/A			
E-MAIL ADDRES	S	Tenders(	@dffe.g	ov.za		E-M	AIL ADDRESS	nmathatho@dffe.gov.za			
SUPPLIER INFOR	RMATION										
NAME OF BIDDE	R										
POSTAL ADDRES	SS										
STREET ADDRES	SS			I				1			
TELEPHONE NUI	MBER	CODE				NU	JMBER				
CELLPHONE NUI	MBER			T				T			
FACSIMILE NUM	BER	CODE	CODE			NI	NUMBER				
E-MAIL ADDRES											
VAT REGIST NUMBER	RATION										
SUPPLIER COMP	PLIANCE	TAX					CENTRAL				
STATUS		COMPLIA				OR					
B-BBEE STATUS	I EVEL	SYSTEM		PLICABLE BOX	V1	D DE	DATABASE No: BEE STATUS	MAAA	V ADDLIC	ABLE BOX1	
VERIFICATION	LEVEL	"	ICK AP	PLICABLE BU	^]		EL SWORN	liic	K APPLIC	ABLE BUX	
CERTIFICATE							IDAVIT				
			Yes		No				Yes	☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE!											
ARE YOU THE A						٨٥٢	VOLLA EODEION F	ASED			
REPRESENTATIVE IN SOUTH		□Y€	es  No		ARE YOU A FOREIGN B SUPPLIER FOR <b>THE GO</b>			□Yes		□No	
AFRICA FOR THE GOODS //SERVICES /WORKS OFFERED?		IIF Y	ES ENCLOSE I	NCLOSE PROOF] /SERVICES /WORKS OFF			IIF YES	ANSWER PAR	2T B·3 1		
/SERVICES /WORKS OFFERED?   [IF YES ENCLOSE PROOF]   [IF YES, ANSWER PART B:3 ]											
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  ☐ YES ☐ NO											
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO											
DOES THE ENTIT	TY HAVE /	A PERMAN	IENT E	STABLISHMEN	NT IN THE	RSA?				YES NO	
DOES THE ENTI	TY HAVE A	ANY SOUR	CE OF	INCOME IN T	HE RSA?					YES NO	
	IS "NO" T	O ALL OF	THE A	BOVE, THEN IT	IS NOT A	REQU	IREMENT TO REGI		COMPLIA	YES NO NCESTATUS S	SYSTEM
PIN CODE FROM	I THE SOL	JIH AFKIC	AN KE	VENUE SERV	ICE (SARS	o) ANL	) IF NOT REGISTER	K AS PER 2.3 BEL	.UW.		

# PART B TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution)	
(i	
DATE:	

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

#### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

#### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?

YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name Identity Number		Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO** 

#### 2.2.1 If so, furnish particulars:

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

	SE
2.3	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?  YES/NO
2.3.1	If so, furnish particulars:
3	DECLARATION
	I, the undersigned, (name)in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure:
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium2 will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract

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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature	Date
Position	Name of bidder

# **VOLUME 2: RETURNABLE DOCUMENTS**

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

Checklist for the Returnable Documents Required for Tender Evaluation Purposes (as stipulated in the table of content above)

### T2.2 Returnable Documents required for tender evaluation purposes.

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Reference	Returnable document
Form of Offer and Acceptance	/	⊠Yes □No
Bills of Quantities/Lump Sum Document and Final Summary (in Volume – 3 (C2.1)		⊠Yes □No
Bidders Disclosure	SBD 4	⊠Yes □No
Resolution of Board of Directors		⊠Yes □No
Resolution of Board of Directors to enter into Consortia or Joint Ventures Special Resolution of Consortia or Joint Ventures ( <i>if applicable</i> )		⊠Yes □No
Special Resolution of Consortia or Joint Ventures (if applicable)		⊠Yes □No
Functionality Evaluation Criteria		⊠Yes □No
Pre-tender Site Inspection Meeting Certificate		⊠Yes □No
Schedule of Tenderer's Current and Completed Projects		⊠Yes □No
Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	SBD 6.1	⊠Yes □No
Affidavit		⊠Yes □No

### T2.2.1 Returnable documents that will be incorporated into the contract.

<u>Note</u>: Failure to submit the applicable documents may result in the Tenderer having to submit same upon request within a stipulated time, and if not complied with, may result in the tender offer being disqualified from further consideration. [See also the Standard Conditions of Tender]

Tender document name	Reference	Returnable document
Record of Addenda to tender documents) (if applicable)		⊠Yes □No
Credentials of Mechanical / Security Work material and equipment schedules (if applicable)		⊠Yes ⊠No
Credentials of plumbing Contractor		⊠Yes □No
Credentials of Electrical Contractor (s)		⊠Yes □No
Schedule for Imported Materials and Equipment		⊠Yes □No

## T2.2.2 Recommended returnable Documents: Other documents that will be incorporated into the Contract (special condition)

Tender document name	Reference	Returnable document
Declaration Certificate for Local Production and Content for Designated Sectors (Annexure C, D, E: Local & Imported Content Declarations).	SBD 6.2	⊠Yes □No

### T2.2.3 Additional Information that might be required for tender evaluation `purpose.

Leg	al Status of Tendering Entity:	ocumentation to be subm	nitted with the tender, or
If th	e Tendering Entity is: ZX	hich may be required dur	ing the tender evaluation:
a.	A close corporation, incorporated prior to 1 May	opies of the Founding State	ement – CK1
	2011 under the Close Corporations Act, 1984 (Act		
	69 of 1984, as amended)		
b.	A profit company duly registered as a private	opies of:	
	company.	Certificate of Incorporation	on – CM1.
	[including a profit company that meets the criteria	Shareholding Certificates	s of all Shareholders of the
	for a private company, whose Memorandum of	company, plus a signed	statement of the company's
	Incorporation states that the company is a personal	Auditor, certifying each S	Shareholder's ownership /
	liability company in terms of Section 8(2)(c) of the	shareholding percentage	e relative to the total; and/or

Leg	al Status of Tendering Entity:	Documentation to be submitted with the tender, or
If th	e Tendering Entity is: ZX	which may be required during the tender evaluation:
	Companies Act, 2008 (Act 71 of 2008, as	iii. Memorandum of Incorporation in the case of a
	amended)].	personal liability company.
C.	A profit company duly registered as a private	Copies of documents referred to in a. and/or b. above in
	company in which any, or all, shares are held by one	respect of all such close corporation(s) and/or
	or more other close corporation(s) or company(ies)	company(ies).
	duly registered as profit or non-profit company(ies).	
d.	A profit company duly registered as a public	Copy of Certificate of Incorporation - CM1, and a signed
	company.	statement of the company's Secretary or Auditor
		confirming that the company is a public company.
e.	A non-profit company, incorporated in terms of	Copies of:
	Section 10 and Schedule 1 of the Companies Act,	i the Founding Statement – CK1; and
	2008 (Act 71 of 2008, as amended).	ii the Memorandum of Incorporation setting out the
		object of the company, indicating the public benefit,
		cultural or social activity, or communal or group
		interest.
f.	A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of:
		i. such natural person/ sole proprietor, or each of the
		Partners to the Partnership.
g.	A Trust	Deed of Trust duly indicating names of the Trustee(s) and
		Beneficiary (ies) as well as the purpose of the Trust and
		the mandate of the Trustees.

### Additional returnable documents required for tender evaluation purposes.

<u>Note</u>: Failure to submit the applicable documents may result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also the Standard Conditions of Tender]

Tender document name	Reference	Returnable document
Any additional information required to complete a risk assessment		⊠Yes □No

### Signed by the Tenderer/Bidder

Name of representative	Signature	Date

### C1.1 FORM OF OFFER AND ACCEPTANCE

### **OFFER**

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

### **STAMP**

### **FS - MANGAUNG METRO GMC 2018**

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 returnable 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:

THE OFFERED TOTAL O	THE FRICES INCLUSIVE OF VALUE ADDED TAX IS.
Rand (in words):	
Rand (in figures):	R
The award of the tender	may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and
agreed price will be cons	idered for acceptance as a firm and final offer.

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.

### THIS OFFER IS MADE BY THE FOLLOWING: (cross out block which is not applicable)

Company or Close Corporation:		Natural Person or Partnership:
And: Whose Registration Number is:	OR	Whose Identity Number(s) is/are:
And: Whose Income Tax Reference Number is:	OIK	Whose Income Tax Reference Number is/are:
CSD supplier number:		CSD supplier number:

### AND WHO IS (if applicable):

Trading under the name and style of:			
	AND WHO	IS:	
Represented herein, and who is duly authorised	I to do so, by:	Note:	
Mr/Mrs/Ms:		the Directors / Entity must ac	Power of Attorney, signed by all Members / Partners of the Legal company this Offer, authorizing ative to make this offer.
In his/her capacity as:			
SIGNED FOR THE TENDERER:		1	
Name of representative	Sig	gnature	Date
WITNESSED BY:			
Name of witness	Sig	nature /	Date
This Offer is in respect of: (Please indicate with a	n "X" in the appro	opriate block)	
The official documents	/	🗆	(N.B.: Separate Offer and
The official alternative		🗆	Acceptance forms are to be completed for the main and for
Own alternative (only if documentation makes pro	ovision therefore)	🗆	each alternative offer)

### **SECURITY OFFERED:**

### **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 C1 Agreements and Contract Data, (which includes this Agreement)

Part C2 Pricing Data
Part C3 Specification
Part C4 Locality Plan

and Tender drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4. 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.

The Tenderer shall within two weeks after receiving a letter of acceptance, contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of 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 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

		_
NAME(s): (BLOCK LETTERS)		
CAPACITY of authorized age	nts:	
SIGNATURE(s) of authoriz	ed agents:	
SIGNED at	on this day of	
	- BLOCK LETTERS – and signature)	
1.		

# T2.1 & T2.2 RETURNABLE DOCUMENTS

### **BIDDERS DISCLOSURE**

Failure to complete this form in <u>full</u> and signed by the duly authorized person, as indicated on the Resolution of board of directors or Special resolution of consortia or joint ventures, may render the tender non-responsive and will be removed from any and all further contention.

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest <sup>1</sup>in the enterprise, employed by the state?

  YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of Stateinstitution
/		

<sup>&</sup>lt;sup>1</sup> The power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2	Do you, or any person connected with the bidder, have a relationship with any person who is employed by
	the procuring institution?
2.2.1	If so, furnish particulars:
2.3	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having
	a controlling interest in the enterprise have any interest in any other related enterprise whether or not they
	are bidding for this contract? YES/NO
2.3.1	If so, furnish particulars:
3	DECLARATION
	, ·
I, the	undersigned, (name) in submitting
the a	ccompanying bid, do hereby make the following statements that I certify to be true and complete in every
respe	ct:
3.1	I have read and I understand the contents of this disclosure;
3.2	I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and
	complete in every respect;
3.3	The bidder has arrived at the accompanying bid independently from, and without consultation,
	communication, agreement or arrangement with any competitor. However, communication between
	partners in a joint venture or consortium <sup>2</sup> will not be construed as collusive bidding.
3.4	In addition, there have been no consultations, communications, agreements or arrangements with any
	competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used
	to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding
	with the intention not to win the bid and conditions or delivery particulars of the products or services to which
	this bid invitation relates.
3.5	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.

<sup>&</sup>lt;sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA

SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN

MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

	/	
Signature		Date
Capacity	/	Name of Bidder



### **RESOLUTION OF BOARD OF DIRECTORS**

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

(Le	gally	correct full name and registration num	ber, if applicable, of the Enterprise)	
Hel	ld at_		(place)on	(date) RESOLVED
tha	ıt:			
1.		Enterprise submits a Bid / Tender to wing project:	the Department of Forestry, Fisheric	es and Environment in respectof the
•	(Pro	ject description as per Bid / Tender D	ocument)	
2.	Doc	Tender Number: ument) Mrs/Ms:	(Bid / T	ender Number as per Bid / Tender
	Ente	is/her Capacity as: erprise) who will sign as follows:		(Position in the
	conr	and is hereby, authorized to sign the nection with and relating to the Bid / Ilting from the award of the Bid / Tend	Tender, as well as to sign any Contr	act, and any and all documentation,
	No.	Name	Capacity	Signature
	1			
	2			
	3			
	5			
	6			
	7			



The bidding enterprise hereby absolves the Department of Forestry, Fisheries and Environment from any liability whatsoever that mayarise as a result of this document being signed.

### Note:

- 1. \* Delete which is not applicable.
- NB: This resolution must, where possible, be signed by <u>all</u> the Directors / Members / Partners of the Bidding Enterprise.
- 3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- 4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

# ENTERPRISE STAMP



# RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTOCONSORTIA OR JOINT VENTURES

<b>RESOLUTION</b> of a meeting of the Board of *Directors / Members / Partners of:		
(Legally correct full name and registration number, if applic	able, of the Enterprise)	
Held at	(place)on(date) RESOLVED that:	
The Enterprise submits a Bid /Tender, in consortium/Jo	int Venture with the following Enterprises:	
(List all the legally correct full names and registration numb forming the Consortium/JointVenture)	pers, if applicable, of the Enterprises	
to the Department of Forestry, Fisheries and Environment	in respect of the following project:	
FS – MANGAUNG METRO GMC 2018 (Project description	n as per Bid /Tender Document)	
Bid / Tender Number:		
in *his/her Capacity as:	(Position in the	
and who will sign as follows:		

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

- 3. The Enterprise accepts joint and several liabilities with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- 4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint ventureagreement and the Contract with the Department in respect of the project under item 1 above:

Physical address:	 	
	 (code)	
	(code)	
Postal Address:	 	
	(code)	
Telephone number:	 (6008)	
Fax number:		

No.	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

The bidding enterprise hereby absolves the Department of Forestry, Fisheries and the Environment from any liability whatsoever that mayarise as a result of this document being signed

### Note:

- 1. \* Delete which is not applicable.
- NB: This resolution must, where possible, be signed by <u>all</u>the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, theresolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- 4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must beso authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the BiddingEnterprise (proof of shareholding / ownership and power ofattorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP



### SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1.	
_	
2.	
_	
3.	
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4.	
_	
5.	
_	
6.	
_	
7.	
-	
8.	
_	

He	ld at	(place)on(date) RESOLVED that:		
RE	SOLVED that:			
Α.	The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department ofForestry, Fisheries, and the Environment in respect of the following project:			
	FS – MANGAUNG METRO GMC 2018			
	(Project description as per Bid /Tender Document)			
	Bid / Tender Number: Document)	(Bid / Tender Number as per Bid /Tender		
В.	*Mr/Mrs/Ms:			
	in *his/her Capacity as:	(Position in the		
	and who will sign as follows:			
		y and all other documents and/or correspondence inconnection ntract, and any and all documentation, resulting from the award ture mentioned above.		
C.	The Enterprises constituting the Consortium/Joint Ve business under the name and style of:	nture, notwithstanding its composition, shall conductall		
D.		accept joint and several liabilities for the due fulfilment of the m, and in any way connected with, the Contract entered into with order item A above.		
E.	for whatever reason, shall give the Department 30	e intending to terminate the consortium/joint ventureagreement, days' written notice of such intention. Notwithstanding such intly and severally liable to the Department for the due fulfilment		

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

of the obligations of the Consortium/Joint Venture as mentioned underitem D above.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address:	
•	
	(code)
D (141)	
Postal Address:	
-	
_	
	(code)
Telephone number:	
Fax number:	

No.	Name	Capacity	Signature
1			
2			
3			
4	/		
5			
6			
7	/		
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Fisheries and the Environment from any liability whatsoever that may arise as a result of this document being signed.

### Note:

- \* Delete which is not applicable.
- NB: This resolution must be signed by <u>all</u> the Duly Authorized Representatives of the Legal Entities to the
  consortium/joint venture submitting this tender, as named in item 2 of Resolution of board of directors to enter into
  consortia or joint ventures.
- 3. Should the number of the Duly Authorized Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
- 4. Resolution of board of directors to enter into consortia or joint ventures, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (special resolution of consortia or joint ventures).



Name of DFFE Representative (PM / SCM)

### **Pre-tender Site Inspection Meeting Certificate**

Tender no:	DEEE TOO 4 (00 04)		
	DFFE-T004 (23-24)	Reference no:	EPIP- A200167918
Advertising date:	18 April 2023	Closing date:	30 May 2023
his is to certify that I,			representing
			in the company of
		visite	ed the site on:
	tion of the work, and explana	ation given at the site inspec	e cost thereof. I further certify that ction meeting, and that I perfectly act.
Name of Ter	derer	Signature	Date

Signature

Date



SBD 6.1

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

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference points is as follows:
  - a) The applicable preference point system for this tender is the 80/20 preference point system.
  - b) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.
- 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### 2. DEFINITIONS

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$
 or  $Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$
 or  $Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
>50% ownership by Black people, Or	10	20		
>50% ownership by Women, Or	10	20		
>50% ownership by people with Disability	10	20		

### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3.	Nam	e of company/firm
4.4.	Com	pany registration number:
4.5.	TYPI	E OF COMPANY/ FIRM
		Partnership/Joint Venture / Consortium
		One-person business/sole propriety
		Close corporation
		Public Company
		Personal Liability Company
		(Pty) Limited
		Non-Profit Company
		State Owned Company
	TICK	( APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
  - i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
    - (b) disqualify the person from the tendering process;
    - (c) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (d) 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;
    - (e) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
    - (f) forward the matter for criminal prosecution, if deemed necessary.

WITNESSES	SIGNATURE(S) OF BIDDERS(S)
1. <u></u>	DATE
2	ADDRESS

### **Schedule of Tenderer's Current and Completed Projects**

Project Name:	FS-MANGAUNG METRO GMC 2018		
Tender No:	DFFE-004 (23-24)	Closing date:	30 May 2023
Advertising date:	14 April 2023	Validity period:	120 days

- 1. Particulars of Tenderer's Current and Completed commitments.
- 1.1. Current Projects

Projec	ts currently engaged in	Name of the Employer or Representative of the Employer	Contact Cell / Tel. no. of the Employer or Representative of the Employer	Contract amount	Contractual commencement date	Contractual completion date	Current percentage progress
1							
2							
3		/					
4							
5							
6							
7							
8							

### 1.2. Completed Projects

Pro (te	ojects completed not above 10 n) years	Name of the Employer or Representative of the Employer	Contact Cell / Tel. no. of the Employer or Representative of the Employer	Contract amount	Contractual commencement date	Contractual completion date	Actual completion date	Date of Certificate of Practical Completion
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
	Name of Tender	er		Signature			Date	



### RECORD OF ADDENDA TO TENDER DOCUMENTS

Project	Project Name: FS-MANGAUNG METRO GMC 2018					
Tender	Tender no: DFFE-T004 (23-24) Reference no: EPIP- A20016791					
Env		ubmission	of this tender offer, a	mending the tender do		Forestry, Fisheries and ts, have been takeninto
No.	Date			Title or Det	ails	
1.						
2.						
3.						
4.			,			
5.						
6.						
7.						
8.		/				
9.						
10.						
	Name of Tenderer		5	Signature		Date
	Ve confirm that no commore the submission of this		vere received from the	Department of Forestry,	Fisheries	
1	Name of Tenderer		1 8	Signature		Date



### SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project Name:	FS-MANGAUNG METRO GMC 2018			
Tender no:	DFFE-T004 (23-24)	Reference no:	EPIP- A200167918	

This schedule should be completed by the tenderer. (Attach additional pages if more space is required)

Item	Material / Equipment	Rand (R) (Excluding VAT)
1.		R
2.		R
3.		R
4.		R
5.		R
6.		R

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Forestry, Fisheries and Environment within sixty (60) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

### FORMULA:

The net amount to be added to or deducted from the contract sum:A =  $V(\underline{Z} - 1)$ 

A =the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported itemY = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

# B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE) (Gazette Vol. 630 No. 41287)

Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,	
Full names and surname	
Identity number	

Hereby declare under oath as follows:

- 1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
- 2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name:	/		
Trading Name (If Applicable):			
Registration Number:			
Physical Address:		ased Black Economic Empowerment Aconded by Act No 46 of 2013 "Black People hich means Africans, Coloureds and citizens of the Republic of South Africa be who became citizens of the Republic of uralization before 27 April 1994; or after a would have been entitled to acquire realization prior to that date;"	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business: Indicate the applicable category with a tick.	BEP (Built Environment Professional)	Contractor	Supplier
Definition of "Black People"	53 of 2003 as Amended by Acis a generic term which means Indians – who are citizens of the birth or descent; or who becar South Africa by naturalization	et No 46 of 2013 "E s Africans, Coloure he Republic of So ne citizens of the I before 27 April 19 re been entitled to	Black People" eds and uth Africa by Republic of 94; or after 27
Definition of "Black Designated Groups"	"Black Designated Groups" moderate (a) unemployed black people by law to attend an education awaiting admission to an (b) Black people who are you Youth Commission Act of (c) Black people who are pering the Code of Good Practical with disabilities issued un (d) Black people living in ruration (e) Black military veterans where the code of the th	e not attending and ational institution a educational institution a educational instituth as defined in the 1996; rsons with disabilitatice on employment at the Employment and under-developed and under-deve	and not attion; the National ses as defined ant of people ent Equity Act; toped areas; called a military

Construction Sector Affidavit

•	•	oer Amended Code Series 100 of the Amended Codes of Good of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 20	
•	The Enterprise is The Enterprise is The Enterprise is Group Breakdown below as per the	<ul><li>% Black Female Owned</li><li>% Owned by Black Designated Group (provide Black Designat</li></ul>	ed
	o Black Youth % o Black Disabled % o Black Unemployed % o Black People living in Rural areas o Black Military Veterans %		
		/Management Accounts and other information available on the, the annual Total Revenue was less than the king the applicable box below.	
	BEP	R1.8 million	
	Contractor	R3.0 million	
	Supplier	R3.0 million	

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS <u>or</u> when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box below.

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

Construction Sector Affidavit

	Deponent:
;	Signature:
	Date:
ommissioner of Oaths	
gnature	
fficial Stamp (with date)	

Construction Sector Affidavit



													SATS 1286.2011	
							Annex C							
						Local Conten	t Declaration - Sum	mary Schedule						
(C1)	Tender No.											Note: VAT to be exc	luded from all	
(C2)	Tender des	•										calculations		
(C3)	Designated													
(C4)	Tender Autl													
(C5)		Entity name:												
(C6)		hange Rate:	Pula		EU		GBP							
(C7)	Specified lo	ocal content %									<b>.</b>			
						Calculation of lo	cal content				lende	r summary		
	Tender item no's	List o	fitems	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content	
	(C8)	(0	C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)	
						/								
			1		/				(222) = (					
										al tender value	R 0			
	Signature o	f tenderer from <i>I</i>	Annex B								nported content	R 0		
								(C22)	Total Tender value	net of exempt in				
												al Imported content		
	D (										. ,	Total local content		
	Date:									(C25	) Average local	content % of tender		



									1				SATS 1286.20
						^	nnex D						SATS 1286.20.
						A	nnex D						
					Imported Conte	nt Declaratio	n - Supporting	Schedule to	Annex C				
(D1) (D2)	Tender No. Tender descript								Note: VAT to be exclude	d from all			
(D2) (D3)	Tender descript								calculations				
(D4)	Tender Authorit								/				
	Tendering Entit								/				
(D6)	Tender Exchang	ge Rate:	Pula		EU	R 9.00	GBP	R 12.00					
	A. Exempte	ed imported co	ntent					Calculation	of imported content				Summary
	Tender item no's	Description of in		Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
	(D7)	(D	8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
											(D19) Total exem	pt imported value	R
												This total must cor	respond with Annex C
													21
	B. Importe	d directly by th	e Tenderer					Calculation	of imported content				Summary
	Tender item no's	Description of in	nported content	Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
	(D20)	(D2	21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
							/						
							/						
						/							
		`											
											(D32) Total imported	value by tenderer	R
	C Importe												
	c. importe	d hy a 3rd nart	hailanus bas v	to the Tender	rer			Calculation	of imported content				Summary
ĺ	Description of	d by a 3rd part	y and supplied  Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial	Tender Rate of Exchange	Calculation  Local value of imports	of imported content  Freight costs to port of entry	All locally incurred landing costs &	Total landed cost excl VAT	Quantity	Summary Total imported valu
	Description of				,	value as per		Local value of	Freight costs to port of				
					,	value as per Commercial		Local value of	Freight costs to port of	landing costs &		Quantity	
		f imported content	Unit of measure	Local supplier	Overseas Supplier	value as per Commercial Invoice	Exchange	Local value of imports	Freight costs to port of entry	landing costs & duties	excl VAT	Quantity imported	Total imported valu
		f imported content	Unit of measure	Local supplier	Overseas Supplier	value as per Commercial Invoice	Exchange	Local value of imports	Freight costs to port of entry	landing costs & duties	excl VAT	Quantity imported	Total imported valu
		f imported content	Unit of measure	Local supplier	Overseas Supplier	value as per Commercial Invoice	Exchange	Local value of imports	Freight costs to port of entry	landing costs & duties	excl VAT	Quantity imported	Total imported valu
		f imported content	Unit of measure	Local supplier	Overseas Supplier	value as per Commercial Invoice	Exchange	Local value of imports	Freight costs to port of entry	landing costs & duties	excl VAT	Quantity imported	Total imported valu
		f imported content	Unit of measure	Local supplier	Overseas Supplier	value as per Commercial Invoice	Exchange	Local value of imports	Freight costs to port of entry	landing costs & duties	excl VAT	Quantity imported	Total imported valu
		f imported content	Unit of measure	Local supplier	Overseas Supplier	value as per Commercial Invoice	Exchange	Local value of imports	Freight costs to port of entry	landing costs & duties	excl VAT	Quantity imported	Total imported valu
		f imported content	Unit of measure (D34)  payments	Local supplier	Overseas Supplier	value as per Commercial Invoice (D37)	Exchange	Local value of imports	Freight costs to port of entry	landing costs & duties	excl VAT	Quantity imported	Total imported value
	D. Other fo	f imported content (D33)  preign currency of payment	Unit of measure  (D34)  payments  Local supplier making the payment	Local supplier  (D35)  Overseas beneficiary	Overseas Supplier  (D36)  Calculation of for payme Foreign currency value paid	value as per Commercial Invoice (D37)  (D37)  eign currency nts  Tender Rate of Exchange	Exchange	Local value of imports	Freight costs to port of entry	landing costs & duties	excl VAT	Quantity imported	Total imported value (D44)  (D44)  f  Summary of paymer  Local value of payme
	D. Other fo	fimported content (D33)  preign currency	Unit of measure (D34)  payments  Local supplier making the	Local supplier (D35) Overseas	Overseas Supplier  (D36)  Calculation of for payme	value as per Commercial Invoice (D37)  (D37)  elign currency nts	Exchange	Local value of imports	Freight costs to port of entry	landing costs & duties	excl VAT	Quantity imported	Total imported value (D44)
	D. Other fo	f imported content (D33)  preign currency of payment	Unit of measure  (D34)  payments  Local supplier making the payment	Local supplier  (D35)  Overseas beneficiary	Overseas Supplier  (D36)  Calculation of for payme Foreign currency value paid	value as per Commercial Invoice (D37)  (D37)  eign currency nts  Tender Rate of Exchange	Exchange	Local value of imports	Freight costs to port of entry	landing costs & duties	excl VAT	Quantity imported	Total imported value (D44)  (D44)  f  Summary of paymer  Local value of payme
	D. Other fo	f imported content (D33)  preign currency of payment	Unit of measure  (D34)  payments  Local supplier making the payment	Local supplier  (D35)  Overseas beneficiary	Overseas Supplier  (D36)  Calculation of for payme Foreign currency value paid	value as per Commercial Invoice (D37)  (D37)  eign currency nts  Tender Rate of Exchange	Exchange	Local value of imports	Freight costs to port of entry	landing costs & duties	excl VAT	Quantity imported	Total imported value (D44)  (D44)  f  Summary of paymer  Local value of payme
	D. Other fo	f imported content (D33)  preign currency of payment	Unit of measure  (D34)  payments  Local supplier making the payment	Local supplier  (D35)  Overseas beneficiary	Overseas Supplier  (D36)  Calculation of for payme Foreign currency value paid	value as per Commercial Invoice (D37)  (D37)  eign currency nts  Tender Rate of Exchange	Exchange	Local value of imports	Freight costs to port of entry (D40)	landing costs & duties (D41)	excl VAT  (D42)  (D45) Total imported	Quantity imported (D43)  value by 3rd party	Total imported value (D44)  (D44)  Summary of payment Local value of payme (D51)
	D. Other fo	Fimported content (D33)  Dreign currency of payment (D46)	Dayments  Local supplier making the payment (D47)	Local supplier  (D35)  Overseas beneficiary	Overseas Supplier  (D36)  Calculation of for payme Foreign currency value paid	value as per Commercial Invoice (D37)  (D37)  eign currency nts  Tender Rate of Exchange	Exchange	Local value of imports	Freight costs to port of entry (D40)	landing costs & duties (D41)	excl VAT	Quantity imported (D43)  value by 3rd party	Total imported value (D44)  (D44)  F  Summary of paymer  Local value of payme
	D. Other fo	f imported content (D33)  preign currency of payment	Dayments  Local supplier making the payment (D47)	Local supplier  (D35)  Overseas beneficiary	Overseas Supplier  (D36)  Calculation of for payme Foreign currency value paid	value as per Commercial Invoice (D37)  (D37)  eign currency nts  Tender Rate of Exchange	Exchange	Local value of imports (D39)	Freight costs to port of entry  (D40)  (D52) Total of fore	landing costs & duties (D41) (D41)	excl VAT  (D42)  (D45) Total imported  (D45) Total imported	Quantity imported (D43)  value by 3rd party	Total imported value (D44)  For a summary of paymen (D51)
	D. Other fo	Fimported content (D33)  Dreign currency of payment (D46)	Dayments  Local supplier making the payment (D47)	Local supplier  (D35)  Overseas beneficiary	Overseas Supplier  (D36)  Calculation of for payme Foreign currency value paid	value as per Commercial Invoice (D37)  (D37)  eign currency nts  Tender Rate of Exchange	Exchange	Local value of imports (D39)	Freight costs to port of entry (D40)	landing costs & duties (D41) (D41)	excl VAT  (D42)  (D45) Total imported  (D45) Total imported	Quantity imported (D43)  value by 3rd party  rand/or 3rd party	Total imported value (D44)  R  Summary of paymen (D51)
	D. Other fo	Fimported content (D33)  Dreign currency of payment (D46)	Dayments  Local supplier making the payment (D47)	Local supplier  (D35)  Overseas beneficiary	Overseas Supplier  (D36)  Calculation of for payme Foreign currency value paid	value as per Commercial Invoice (D37)  (D37)  eign currency nts  Tender Rate of Exchange	Exchange	Local value of imports (D39)	Freight costs to port of entry  (D40)  (D52) Total of fore	landing costs & duties (D41) (D41)	excl VAT  (D42)  (D45) Total imported  (D45) Total imported	Quantity imported (D43)  value by 3rd party  rand/or 3rd party	(D44)  (D44)  R  Summary of payment  Local value of paymen



							SATS 1286.2011			
					Annex	E				
			Local Con	tent [	Declaration - Su	pporting Schedule to Annex (	c			
(E1)	Tender No.					Note: VAT to be excluded from all	calculations			
(E2)	Tender description					Note. VAT to be excluded from all calculations				
(E3) (E4)	Designated product Tender Authority:	ts:								
(E4) (E5)	Tendering Entity na	ame:								
/										
	(G	ocal Products oods, Services and Works)	Descriptio	on of ite	ms purchased	Local suppliers	Value			
				(E6)		(E7)	(E8)			
					/					
					(F9) Total loca	I products (Goods, Services and Works)	R	0		
					(L9) Total loca	i products (Goods, Services and Works)	.,,			
	(E10) M	anpower costs	( Tenderer's manpower	cost)			R	0		
	(511)		(Description of the control of the c							
	(E11) Fac	ctory overneads	(Rental, depreciation &	amortis	sation, utility costs, co	nsumables etc.)	K	0		
	(E12) Adm	ninistration over	heads and mark-up (Ma	arketing	g, insurance, financing	, interest etc.)	R	0		
						(E13) Total local content	R	0		
						This total must corres	pond with Annex C - C24			
			/							
	Signature of tende	rer from Annex I	<u> </u>							

### VOLUME 3: THE CONTRACT PART A

**Agreement and Contract** 

#### C1.2 CONTRACT DATA:

#### JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project Name:	FS- MANGAUNG METRO GMC 2018
Reference no.:	EPIP- A200167918

Advertisement Date:	18 APRIL 2023	Validity:	120
Closing Date:	30 May 2023	Closing time:	11:h00am

The Conditions of Contract are clauses 1 to 14 of the **JBCC** Series 2000 Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained through most regional offices of

Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.

#### A PROJECT INFORMATION

#### A 1.0 Works [1.1]

	ne project comprises of developing a eliverables:	nature reserve, the following are the main
	The repair works to structural stee	el frames and it's cladding;
	. The repairs to internal brickwork a	and plastering;
	Installation of steel Balustrades;	
	Construction and refurbishment	of plumbing works (sewer and water
	pipelines);	
	. The installation and refurbishment	t of the electrical works;
	The installation industrial shutter of	doors;
Works Description:	. Installation of a 2.4m high Clear V	u security fence and a 6 m wide Clear-
	Vu gate or similar approved;	
	. Correction of defects in the Work	s in accordance with the requirements
	specified in the Contract Documer	nt;
	Dealing with existing services;	
	Reinstating services;	
	eaning up the site and reinstating all roa ne description of the Works is not necess carried out by the Contractor under this	sarily complete and shall not limit the work to

#### A 2.0 Site [1.2A]

Erf / Stand number:	N/A
Town / Suburb:	Thaba-nchu buy-back centre
Site Address:	Thaba Nchu Buyback Centre is situated in Selosesha Unit 1, which is approximately 62km from Bloemfontein and located at the following GPS Coordinates 29°11'59.72"S; 26°48'58.10"E is within the Mangaung Metro Municipality in the Free State Province
Local Authority:	Mangaung Metropolitan Municipality

#### A2.0 Site [1.2]

Erf / Stand number:	N/A
Town / Suburb:	Botshabelo buy-back centre
Site Address:	Botshabelo Buyback Centre is situated in Botshabelo Section F, which is approximately 50km from Bloemfontein and located at the following GPS Coordinates 29°13'17.74"S; 26°40'43.49"E is within the Mangaung Metro Municipality in the Free State Province
Local Authority:	Mangaung Metropolitan Municipality

#### A 3.0 Employer [1.3]

Official Name of Organ of State / Public Sector Body	Department of Forestry, Fisheries, and the Environment
Postal Address:	Postal address: Department of Forestry, Fisheries, and the Environment Private Bag X 447 Pretoria 0001
Physical address:	Environmental House Ground Floor of the Department of Forestry, Fisheries and Environment 473 Steve Biko Road Arcadia, Pretoria 0083
Business registration number:	Government Department
Country:	South Africa
Employer's representative: Name	Mr Noko Mathatho
E-mail:	nmathatho@dffe.gov.za
Mobile Number:	N/A
Telephone number:	012 399 9493

#### A 4.0 Principal agent [1.4]

Name (contact person)	Mr T. Litabe
Company Name:	Engineering Aces (Pty) Ltd
Practice number:	20130335
Telephone number:	051 430 0994
Mobile number	051 011 3444
Country:	South Africa
E-mail:	thato.litabe@engineeringaces.co.za
Postal address:	58 Victoria Rd, Willows, Bloemfontein, 9320
Physical address:	58 Victoria Rd, Willows, Bloemfontein, 9320

#### A 5.0 Principal Consultant [1.5]

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	
Postal address:	

#### A 6.0 Agent [1.6] [Quantity Surveying]

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	

#### **A 7.0 Agent** [1.7] [Architect]

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	

#### A 8.0 Agent [1.8] [Structural Engineering]

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	

Physical address:

<b>A 9.0 Agent</b> [1.9] [Civil Er	gineering]
Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	
<b>A 10.0 Agent</b> [1.10] [Electri	cal Engineering]
Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	
A 11.0 Agent [1.11] [Mecha Name (contact person)	anical Engineering]
Company Name:	
Practice number:	/
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	
A 12.0 Agent [1.12] []	
Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	

Physical address:

A 13.0 Agent [1.13] []	
Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	
A 14.0 Agent [1.14] []	
Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	/
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	
<b>A 15.0</b> Agent [1.15] []	
Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	
A 16.0 Agent [1.16] []	
Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	

#### **A 17.0** Agent [1.17] []

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	

#### **A 18.0** Agent [1.18] []

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	

#### B CONTRACT INFORMATION

B 1.0 Definitions [1.1]	
Bills of quantities: System/Method of measurement	Seventh Edition 2015 of the Standard System of Measuring Builder's Work
B 2.0 Law, regulations, and notices [2.0]	
Law applicable to the works, state country [2.1]	Republic of South Africa
B 3.0 Offer and acceptance [3.0]	
Currency applicable to this agreement [3.2]	South African Rands
<b>B 4.0 Documents</b> [5.0]	
The original signed <b>agreement</b> is to be held by the <b>principal agent</b> [5.2], if not, indicate by whom Number of copies of <b>construction information</b> issued to the <b>contractor</b> at no cost [5.6]	Employer (the Department) 2
Documents comprising the agreement The JBCC® Principal Building Agreement, Edition 6.2 May 2018 The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018 The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018 Bills of Quantities Additional documentation as stated in Procurement documentation	Page numbers  1 to 30  1 to 14  1 to 7  Refer to index ument
Contract drawings – Number  description  Refer to drawings included in tender document annexum	Revision Date
B 5.0 Employer's agents [6.0]	
Authority is delegated to the following <b>agents</b> to issue of the <b>works</b> [6.2]	contract instructions and perform duties for specific aspects
To be determined.	
Principal agent's and agents' interest or involvement in	n the works other than a professional interest [6.3]
N/A	

#### **B 6.0** Insurances [10.0]

Insur	ances by <b>employer</b>	Amount including tax	Deductible amount including tax
Conti	act works insurance:	including tax	including tax
00.110	New works [10.1.1]		
	(contract sum or amount)		
or	Works with practical completion in sections [10.2]		
	(contract sum or amount)		
or	Works with alterations and additions [10.3]		
	(reinstatement value of existing structures with or including	3	
	new works)		
	Direct contractors [10.1.1; 10.2] where applicable, to be	e	
	included in the contract works insurance		
	Free issue [10.1.1; 10.2] where applicable, to be included	d	/
	in the contract works insurance		
	Escalation, professional fees and reinstatement costs if no	t	<i>,</i> /
	included above		
	of the above contract works insurance amount	/	
Supp	lementary insurance [10.1.2; 10.2]	/	
Publi	c liability insurance [10.1.3; 10.2]	/	
Remo	oval of lateral support insurance [10.1.4; 10.2]	/	
Othe	r insurances [10.1.5]	/	
Yes /	No If yes, description 1		
Yes /	No If yes, description 2		

#### and/or

Insu	ances by contractor	Amount including tax	Deductible amount including tax
Cont	ract works insurance:		
	New works [10.1.1]		
	(contract sum or amount)		
or	Works with practical completion in sections [10.2] (contract sum or amount)		
or	Works with alterations and additions [10.3]		
	(reinstatement value of existing structures with or including		
	new works)		
	<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be		
	included in the contract works insurance		
	<b>Free issue</b> [10.1.1; 10.2] where applicable, to be included		
	in the contract works insurance		
	Escalation, professional fees and reinstatement costs if not		
	included above		
Tota	of the above contract works insurance amount		
Supp	lementary insurance [10.1.2]		
Publ	c liability insurance [10.1.3]		
Rem	oval of lateral support insurance [10.1.4]		
Othe	r insurances [10.1.5] Refer B17.0		
Yes	No If yes, description 1		
Yes	No If yes, description 2		

#### B 7.0 Obligation of the employer [12.1]

Existing premises will be in use a	Yes/no?		
If yes, description			
Restriction of working hours [12.1	1.2]	Yes/no?	
If yes, description			
Natural features and known servi	ces to be preserved by the <b>contractor</b> [12.1.3]	Yes/no?	
If yes, description			
Restrictions to the <b>site</b> or areas t	hat the <b>contractor</b> may not occupy [12.1.4]	Yes/no?	
If yes, description			
Supply of free issue [12.1.10]		Yes/no?	
If yes, description			

#### **B 8.0** Nominated subcontractors [14.0]

Yes/No	If yes, description of Specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

#### B 9.0 Selected subcontractors [15.0]

Yes/No	If yes, description of Specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

#### **B 10.0** Direct contractors [16.0]

Yes/No		If yes, description of extent of work
Extent of work	k [12.1.11	
Extent of work	k [12.1.11	
Extent of work	κ [12.1.11	
Extent of work	κ [12.1.11	
Extent of work	ς [12.1.11	

#### **B 11.0** Description of sections [20.1]

Section 1		
Section 2		
Section 3		
Section 4		
Section 5		
Section 6		
Section	·	Remainder of the works

#### **B 12.0** Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the <b>principal agent</b> [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
	Date	working days	Date	Penalty amount per calendar day (excl. tax)
				R Value equivalent to 0.05% of contract value

#### or where sections are applicable

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the <b>principal agent</b> [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
	Date	working days	Date	Penalty amount per calendar day (excl. tax)
				R Value equivalent to 0.05% of contract value
Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the works				

Criteria to achieve practical completion not covered in the definition of practical completion  Defects liability period [21.0]  Extended defects liability period: Refer B17.0 [21.13] Yes/no?  If yes, description of applicable elements 13.1 13.2 13.3 13.4 13.5 13.6  Payment [25.0]  Date of month for issue of regular payment certificates [25.2]  Contract price adjustment / Cost fluctuations [25.3.4; Yes/no? 26.9.5]  If yes, method to calculate  Employer shall pay the contractor within: Twenty-one (21) calendar days  [25.10]  Dispute resolution [30.0]  Adjudication [30.6.1; 30.10]  Name of nominating body Applicable rules for adjudication [30.6.2]  Arbitration [30.7.4; 30.10]				TENDER N	O: DFFE-	·T004 (23-24)
Defects liability period [21.0]  Extended defects liability period: Refer B17.0 [21.13] Yes/no?  If yes, description of applicable elements 13.1 13.2 13.3 13.4 13.5 13.6  Payment [25.0]  Date of month for issue of regular payment certificates [25.2]  Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]  If yes, method to calculate  Employer shall pay the contractor within: [25.10]  Dispute resolution [30.6.1; 30.10] Name of nominating body Applicable rules for adjudication [30.6.2]	Criteria to achieve prac	tical completion not covered	in the definition o	of practical comp	letion	
Extended defects liability period: Refer B17.0 [21.13]  If yes, description of applicable elements    General State	•	•		,		
Extended defects liability period: Refer B17.0 [21.13]  If yes, description of applicable elements    General State						
If yes, description of applicable elements    13.1	Defects liability period	[21.0]				
applicable elements  13.1 13.2 13.3 13.4 13.5 13.6  Payment [25.0]  Date of month for issue of regular payment certificates [25.2] Contract price adjustment / Cost fluctuations [25.3.4; Yes/no? 26.9.5]  If yes, method to calculate  Employer shall pay the contractor within: [25.10]  Dispute resolution [30.0]  Adjudication [30.6.1; 30.10] Name of nominating body Applicable rules for adjudication [30.6.2]	Extended defects liabilit	y period: Refer B17.0 [21.13]			Yes/no?	
Payment [25.0]  Date of month for issue of regular payment certificates [25.2]  Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]  If yes, method to calculate  Employer shall pay the contractor within: Twenty-one (21) calendar days [25.10]  Dispute resolution [30.6.1; 30.10]  Name of nominating body  Applicable rules for adjudication [30.6.2]		13.1 13.2 13.3 13.4 13.5				
certificates [25.2]   Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]   If yes, method to calculate   Employer shall pay the contractor within: [25.10]   Dispute resolution [30.0]   Adjudication [30.6.1; 30.10] Name of nominating body   Applicable rules for adjudication [30.6.2]	Payment [25.0]	10.0				
If yes, method to calculate   Employer shall pay the contractor within:   Twenty-one (21) calendar days   [25.10]     Adjudication [30.6.1; 30.10]   Name of nominating body   Applicable rules for adjudication [30.6.2]		of regular <b>payment</b>				
Employer shall pay the contractor within:  [25.10]  Dispute resolution [30.0]  Adjudication [30.6.1; 30.10]  Name of nominating body  Applicable rules for adjudication [30.6.2]		nt / Cost fluctuations [25.3.4;	Yes/no?			
Dispute resolution [30.0]  Adjudication [30.6.1; 30.10] Name of nominating body Applicable rules for adjudication [30.6.2]	If yes, method to calcula	ate				
Adjudication [30.6.1; 30.10]  Name of nominating body  Applicable rules for adjudication [30.6.2]			Twenty-one (2	21) calendar days	i	
Name of nominating body Applicable rules for adjudication [30.6.2]	Dispute resolution [30.0	)]				
	Name of nominating bo	dy				
Arbitration   30.7.4; 30.10						
name of nominating body						
Applicable rules for arbitration [30.7.5]						
			1			

#### JBCC® General Preliminaries – selections

Provisional bills of quantities [P2.2	2]	Yes/No	
Availability of construction information	ation [P2.3]	Yes/No	
Previous work - dimensional accu	racy - details of previous		
contract(s) [P3.1]			
Previous work - defects - details	of previous contract(s) [P3.2]		
Inspection of adjoining properties	- details [P3.3]		
Handover of site in stages - speci	ific requirements [P4.1]		
Enclosure of the works - specific	requirements [P4.2]		
Geotechnical and other investigat	ions - specific requirements		
[P4.3]			
Existing premises occupied - deta	ills [P4.5]		
Services - known - specific require	ements [P4.6]		
Water	By contractor	Yes/No	
[P8.1]	By employer	Yes/No	
	By <b>employer</b> – metered	Yes/No	
Electricity	By contractor	Yes/No	
[P8.2]	By employer	Yes/No	

	By employer	– metered	Yes/No		
Ablution and welfare facilities	By contractor		Yes/No		
[P8.3]	By employer		Yes/No		
		Т			
Communication facilities - speci [P8.4]	·				
Protection of the works - spec [P11.1]	ific requirements				
Protection / isolation of existing sections - specific requiremen		s occupied in			
Disturbance - specific requiren	nents [P11.5]				
Environmental disturbance - sp [P11.6]	pecific requirement	s			
Changes made to JBCC® doc	umentation			/	
Reference may be made to o	ther documents f	orming part of thi	s agreem	ent	
SHORTENED VERSION OF T	HE PRELIMINARI	ES AS PER THE B	BoQ.		
C TENDERER'S SELEC	TIONS				
Security [44/0]					
Security [11/0]					
Guarantee for construction: S	elect Option A or	В			
Option A Guarantee for o	construction (varia	able) by <b>contracto</b>	r [11.1.1]		
Option B Guarantee for	construction (fixe	d) by <b>contractor</b> [1	11.1.21		
	/ / / / / / / / / / / / / / / / / / / /	<u> </u>			
Guarantee for payment by er	<b>nployér</b> [11.5.1; 11	1.10]	Not appli	icable	
Advance payment, subject to a [11.2.2; 11.3]	guarantee for ad	vance payment	Not appli	icable	
C 2.0 Contractor's annual holiday periods during the construction period					
Year 1 contractor's sannual holiday period	tart date		end da	nte	
Year 2 contractor's sannual holiday period	tart date		end da	ate	
			end da	ato.	
Year 3 <b>contractor</b> 's sannual holiday period	tart date		Cria de	nto .	
annual holiday period			Crid de	nio	
annual holiday period			Cria de		
			Crid de		

Where the **contractor** does not select an option, Option A shall apply

#### Payment methods

Option A	The <b>preliminaries</b> shall be paid in accordance with an amount prorated to the value of the <b>works</b> executed in the same ratio as the amount of the <b>preliminaries</b> to the <b>contract sum</b> , which <b>contract sum</b> shall exclude the amount of <b>preliminaries</b> . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The <b>preliminaries</b> shall be paid in accordance with an amount agreed by the <b>principal agent</b> and the <b>contractor</b> in terms of the <b>priced document</b> to identify an initial establishment charge, a time-related charge, and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the <b>principal agent</b> and adjusted from time to time as may be necessary to consider the rate of progress of the <b>works</b>

#### Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

# C 4.0 Adjustment of preliminaries [26.9.4] Contractor's selection Select Option A or B Where the contractor does not select an option, Option A shall apply

#### **Provision of particulars**

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per **section** 

Option A	An allocation of the <b>preliminaries</b> amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) <b>working days</b> of the date of acceptance of the tender			
Option B	A detailed breakdown of the <b>preliminaries</b> amounts within fifteen (15) <b>working days</b> of possession of the <b>site</b> . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of <b>construction equipment</b> , establishment and dis-establishment charges, insurances and guarantees, all in terms of the <b>Programme</b>			

#### Adjustment methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works** 

Option A	The <b>preliminaries</b> shall be adjusted in accordance with the allocation of <b>preliminaries</b> amounts provided by the <b>contractor</b> , apportioned to <b>sections</b> where completion in <b>sections</b> is required Fixed - An amount which shall not be varied Value-related - An amount varied in proportion to the <b>contract value</b> as compared to the <b>contract sum</b> . Both the <b>contract sum</b> and the <b>contract value</b> shall exclude the amount of <b>preliminaries</b> , contingency sum(s) and any provision for cost fluctuations  Time-related - An amount varied in proportion to the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]
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Option B	The adjustment of <b>preliminaries</b> shall be based on the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial
	construction period [26.9.4]
	The adjustment shall take into account the resources as set out in the detailed breakdown of the
	preliminaries for the period of construction during which the delay occurred

#### Failure to provide particulars within the period stated

Option A	Where the allocation of <b>preliminaries</b> amounts for Option A is not provided, the following allocation of <b>preliminaries</b> amounts shall apply:
	Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)
	Where the apportionment of the <b>preliminaries</b> per <b>section</b> is not provided, the categorised amounts shall be prorated to the cost of each <b>section</b> within the <b>contract sum</b> as determined by the <b>principal agent</b>
Option B	Where the detailed breakdown of <b>preliminaries</b> amounts for Option B is not provided, Option A shall apply

#### Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

#### **C1.4 HEALTH AND SAFETY AGREEMENTS**

#### AGREEMENT WITH MANDATARY - SECTION 37 (1) & (2)

### OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS 85 OF 1993 AGREEMENT ENTERED INTO BETWEEN TWO PARTIES

DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

CLIENT (DFFE)

**AND** 

#### NAME OF THE CONTRACTOR OR AGENT

In respect of Project:

PROJECT NAME: FS-MANGAUNG METRO GMC 2018

TENDER No.: <u>DFFE-004 (23-24)</u>

#### SITE ADDRESS:

Site 1 Venue: Thaba Nchu Buyback Centre is situated in Selosesha Unit 1, which is approximately 62km from

Bloemfontein and located at the following GPS Coordinates 29°11'59.72"S;26°48'58.10"E is

within the Mangaung Metro Municipality in the Free State Province

Site 2 Venue: Botshabelo Buyback Centre is situated in Botshabelo Section F, which is approximately 50km

from Bloemfontein and located at the following GPS Coordinates 29°13'17.74"S; 26°40'43.49"E

is within the Mangaung Metro Municipality in the Free State Province

It is hereby agreed that the Agent or Contractor shall be responsible for ensuring that the provisions of OHSA and Regulations 85 of 1993 promulgated hereunder are fully complied with:

#### ACTS or OMMISSIONS BY EMPLOYEES or MANDATARIES -

(CLIENT DFFE)

(1)	Whenever an employer of Act for the employer of -					
		omitting to do that act th nployer or any such use		was acting withou	ut the connivance	or
	• •	nder any condition or in mit to do an act, wheth	•		•	•
	(c) all reasonat omission of the kind	ole steps were taken by in question,	the employe	r or any such use	r to prevent any a	act or
be for	e employer or any such liable to be convicted bidding any act or omise t he took all reasonable	and sentenced in ression of the kind in que	spect thereo	f; and the fact to ot, in, itself, be a	that he issued i	nstructions
(2)	The provisions of sub employer or user, exce between them to ensur	ept if the parties have	e agreed I w	riting to the arra	angements and	-
SIG	SNED AT:	ON TH	IIS	DAY OF	20	_
	ME OF SIGNATORY ONTRACTOR)	_	SIGNA	TURE		
NA	ME OF SIGNATORY	_	SIGNA	ATURE		

[<u>Please Note:</u> This document will only be considered and finalized with the appointed Contractor as it will be included in the project OHS File].

File].

### **C2. PRICING DATA**

# Bills of Quantities with the Final Summary

### **C3. SPECIFICATIONS PART B**

# Occupational Health & Safety Specification (Appendix A)

### **C3. SPECIFICATIONS PART B**

**EPWP Corporate Branding Guidelines (Appendix B)** 

### C4. SITE INFORMATION (APPENDIX C)

**Tender Drawings** 



JBCC ===	For use with the JBCC® Principal B	uilding Agreement	edition /date	
GUARANTOR DETAILS				
Guarantor:				
Physical address:				
Guarantor's signatory 1:			Capacity	
Guarantor's signatory 2:			Capacity	
Employer:				
Contractor:				
Principal Agent:				
Works:				
Site:				
Name of Signatory:				
Contract Sum:	Accepted amount inclusive of tax	Currency		
amount in words:				
Guaranteed Sum:	The maximum aggregate amount	Currency		
amount in words:				
Guarantee for Construction	(insert variable or fixed)		Expiry date	
AGREEMENT DETAILS				
Sections	Total number / not applicable		Last section	
Principal Agent issues	'JBCC® format Interim Payment Completion and the Certificate of		al Payment Cert	tificate, the Certificate of Practical
1,1 Where a Guarantee for C	ONSTRUCTION (Variable)  onstruction (Variable) in terms of the hall be limited to the diminishing amounts.			ause 1.0 and 3.0 to 13.0 shall apply.
GUARANTOR'S LIABILITY		PERIOD OF LIA	ABILITY	
1.1.1 Maximum Guaranteed S contract sum) in the amou	ium (not exceeding 10.0% of the unt of:	Construction an	d up to and inclu	of issue of this Guarantee for iding the date of issue of the interimexcess of 50% of the contract sum
Amount in word	ls:			
1.1.2 Reducing to the Guarante contract sum) in the amou	eed Sum (not exceeding 6.0 % of the unt of:	payment certificate	cate and up to ar	er the date of the aforesaid interim nd including the date of issue of the pletion or last Certificate of Practical ions
Amount in word	is:			

From and including the day after the date of the applicable Certificate of Practical Completion and up to and including the date of issue of

		the only Certificate of Final Completion or the last Certificate of Final Completion where there are sections		
	Amount in words:			
	cing to the Guaranteed Sum (not exceeding 2.0% of the act sum) in the amount of:	of Final Completion and up to and including the date of issue of the Final Payment Certificate where payment is due to the Contractor whereafter this Guarantee for Construction shall expire. Where the Final Payment Certificate reflects payment due to the Employer this		
	Amount in words:	Guarantee for Construction shall expire upon payment of the fu amount certified		
1,2 The G	uarantor's liability limits set out in 1.1.1 to 1.1.4 shall a	pply in respect of any claim received by the Guarantor during the Security		
2.0 <b>GU</b>	ARANTEE for CONSTRUCTION (Fixed)			
	e a Guarantee for Construction (Fixed) in terms of the intor's liability shall be limited to the amount of the Gu	Agreement has been selected this clause 2.0 and 3.0 to 13.0 shall apply. The aranteed Sum as follows:-		
GUARANT	OR'S LIABILITY	PERIOD OF LIABILITY		
	num Guaranteed Sum (not exceeding of the contract sum) in the amount of:	From and including the date of issue of this Guarantee fo Construction and up to and including the date of the only Certificate of Practical Completion or the last Certificate of Practical Completion where there are sections, whereafter this Guarantee for Construction		
	Amount in words:			
3.0 The G	uarantor acknowledges that:-			
3,1		ion to the Agreement is made for the purpose of convenience and shall not be cory obligation or any intention to create a suretyship		
3,2	Its obligation under this Guarantee for Constru	uction is restricted to the payment of money		
3,3	Reference to a Recovery Statement or an I Completion shall mean such certificate issued	nterim or Final Payment Certificate, or a Certificate(s) of Practical or Fina by the Principal Agent		
-	ct to the Guarantor's maximum liability referred to in ertified upon receipt of the documents identified in 4.1	clauses 1.0 or 2.0 , the Guarantor hereby undertakes to pay the Employer the to 4.3:- $$		
4,1	the Principal Agent in an Interim or Final Paym	I by the Employer to the Contractor stating that payment of a sum certified be nent Certificate has not been made in terms of the Agreement and failing such mployer intends to call upon the Guarantor to make payment in terms of 4.2		
4,2	Contractor stating that a period of seven (7) of	over to the Guarantor at the Guarantor's physical address with a copy to the calendar days has elapsed since the issue of the first written demand notice in not been paid to date. The Employer herewith calls up this Guarantee form certified from the Guarantor		
4,3	A copy of the applicable payment certificate w the sum certified in 4.0	rhich entitles the Employer to receive payment in terms of the Agreement of		
or the		0 or 2.0, the Guarantor undertakes to pay the Employer the Guaranteed Sunten demand notice from the Employer to the Guarantor at the Guarantor tating that:-		

The Agreement has been terminated due to the Contractor's default and that the Guarantee for Construction is called up in

A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee for

terms of 5.0. The demand notice shall enclose a copy of the notice of termination; or

Construction is called up in terms of 5.0. The demand notice shall enclose a copy of the court order

5,1

5,2

6.0	The aggregate amount of pay in terms of 1.0 or 2.0	ment to be made by the Guarantor in terms of 4.0 and 5.0 shall	not excee	d the Guarantor's maximum liability
7.0	(180) calendar days of receip Guarantee for Construction P refunded to the Guarantor in	gistered insurer and has made payment in terms of 5.0, the Er t of payment submit an expense account to the Guarantor sho ave been expended, or will be expended, and shall refund to the terms of this Guarantee for Construction shall bear interest a and calculated from the date of payment by the Guarantor to the	wing how ne Guaran at the prin	all monies received in terms of the tor any surplus amount. All monies ne overdraft rate of the Employer's
8.0	Payment by the Guarantor in notice to the Guarantor	terms of 4.0 or 5.0 shall be made within seven (7) calendar d	ays upon	receipt of the first written demand
9.0		absolute right to arrange his affairs with the Contractor in any ne right to claim his release from this Guarantee for Constructi		
10.0	The Guarantor chooses the p	nysical address-stated above for all transactions in relation to thi	is security	
11.0	of the Guaranteed Sum or	on is neither negotiable nor transferable and shall expire in term on the Guarantee expiry date, whichever is the earlier, when intee for Construction form shall be returned to the Guarantor a	e after no	claims will be considered by the
12.0	This Guarantee for Construct purpose of obtaining a court	ion, with the required demand notices in terms of 4.0 or 5.0, slorder	hall be reg	arded as a liquid document for the
13.0	Where this Guarantee for Cor the area where the project is	nstruction is issued in the Republic of South Africa the Guarantor located	r hereby co	onsents to the jurisdiction of a court in
	Signed at		Date	
	Guarantor's Signatory 1	Guarantor's Signa	tory 2	
	Witness	w	itness _	
Guar	rantor's seal or stamp			
		JBCC® Gua	arantee fo	Construction PBA 6.2 © May 2018

CLIENT: THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS

CONTRACT NO: E1411

CONTRACT TITLE: REFURBISHMENT OF THABA NCHU AND BOTSHABELO BUY BACK STATIONS

#### SCHEDULE NO 1: PRELIMINARY AND GENERAL

Payment Refers To	Item No	Description	Unit	Quantity	Rate	Tendered Amount
SABS	101.00	<u>GENERAL</u>				
1200A	101.01	Scheduled fixed-charge and value				
PSA		.01 Fixed preliminary and general charges	Sum	1	R160,000.00	R 160,000.00
8.3.1 PSA 8.3.2		.02 Value related preliminary and general charges	Sum	1	R80,000.00	R 80,000.00
0.3.2	101.02	Schedule time - related items:				
		.01 Time related preliminary and general charges	Sum	1	R120,000.00	R 120,000.00
PSA8.8	101.04	Temporary Works				
PSA8.8.4		Location and protection of existing services				
PSA 8.8.4.1		Provision for detecting devices for:				
0.0.4.1		.01 Water and sewer pipes	Sum	1	R1,000.00	R 1,000.00
		.02 Electrical and other cables	Sum	1	R1,000.00	R 1,000.00
PSA8.10	101.07	Additional Tests				
		.01 Additional test required by Engineer	PC Sum	1	R5,000.00	R5,000.00
		.02 Attendance and profit	%	R5,000.00	10%	R 500.00
	101.08	HIV/AIDS Awareness		•		
		.01 Awareness Champion Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification	Sum	1	R1,000.00	R 1,000.00
PSA8.11	101.09	Compliance with OHS Act and Construction Regulations 2003	Sum	1	R30,000.00	R 30,000.00
	110.05	COVID 19 precautionery measures and compliance as per OHS specification and construction regulation for the of the contract duration	Sum	1	R30,000.00	R 30,000.00
	110.07	Community Liaison Officer				
		.01 Community Liaison Officer Cost	months	4		
		.02 Overheads, charges and profit on subitem 110.07.01 above	%		15%	
	110.12	Training				
		.01 Allow for cost of training	-	-	PC Sum	R 40,000.00
		.01 Percentage adjustment on Item 110.12.01 for Contractor's overheads and profit	%	R40,000.00	10.00%	R4,000.00
	TOTAL SO	CHEDULE No.1 - CARRIED FORWARD TO SUMMARY	<u> </u>			R 472,500.00

#### **SCHEDULE NO 2: ROOF COVERINGS**

102 SANS 1200HB	BA: ROOF	S				
	NEW WOF					
		RK				
	CLADDING	S AND SHEETING				
102	2.01 Supply an	d install cladding and sheeting:				
	.01 0.6 mr	n IBR iron sheeting				
		oof covering fixed to steel purlins cluding 90 mm roofing nails	m²	300		
	ALTERAT	ON WORK				
BA.02 102	2.04 Alterations	s to existing structures:				
	.04 Remo	/e:				
	.01 IB	R roof sheeting fixed to steel purlins	m²	50		
TOTAL SCHEDULE NO 2: CARRIED FORWARD TO SUMMARY						

#### **SCHEDULE NO 3: CARPENTRY**

Payment Refers To	Item No	Description	Unit	Quantity	Rate	Tendered Amount
	103.00	BB: CARPENTRY				
		NEW WORK				
BB.02	103.02	Ceilings:				
		.01 Gypsum board with metal H-profile jointing strips:				
		.01 6 mm ceilings including brandering and cover strips	m²	100		
		.02 Gypsum cornices:				
		.01 76 mm covered cornices in patchwork	m	50		
		.03 Trapdoors:				
		.01 6 mm fibre cement board trapdoor, 600 mm x 600 mm to new or existing ceilings	No	2		
BB.03	103.03	Joinery				
		.01 Items measured by linear meter:				
		.01 Approved silicone sealant in 6 mm contact joint between cornices and plastered brickwork in patches	m	50		
		.02 32 mm x 32 mm Brandering	m	70		
		.03 Timber skirting and quadrant complete with installation clips, nails and adhesive	m	25		
		ALTERATION WORK				
BB.04	103.04	Alterations to existing structures				
		.01 Remove				
		.01 Ceiling boards including cover, jointing strips and brandering	m²	20		
		.02 76 mm Fibre cement coved cornices	m	50		
		.03 32 mm x 32 mm Brandering	m	50		
	TOTAL SO	CHEDULE NO 3: CARRIED FORWARD TO SUMMARY:				

Payment Refers To	Item No	Description	Unit	Quantity	Rate	Tendered Amount
	104.00	BD: WALLS				
		NEW WORK				
D.01	104.01	Doors and windows				
		.01 Doors all in accordance with door schedule				
		.01 Type D1 Timber external door	No	15		
		.02 Type D2 Timber internal door	No	15		
		.02 Steel door frame				
		.01 1.6 mm thick pressed steel door frame for				
		door size 813 mm wide 2 032 mm high in replacement of damaged doors and frames				
		in plastered brickwork (including building in and repairing finishing all round)	No	15		
		.02 Roll - up serranda series 1500 galvanised and epoxy				
		coated mild steel with corrosion resistant epoxy undercoat chain operated 75 x 1.0mm thick endlocked				
		slatted curtain roller shutter for opening as shown with overhead box 335mm high, Standard bottom rail, 75mm				
		wide guides, extruded aluminium t- bar with rubber seal				
		powder coated ancillary components including 4.5mm thick end plates guide rails, slide bolt canopy cover				
		fixed to jambs and lintel. Strictly to manufacturer's specifications. Ironmongery by door manufacturer.	No	4		
		.03 Steel security gates:				
		.01 Pre-fabricated steel gate, 850 mm wide				
		x 2 050 mm high,	No	8		
BD.04	104.04	Ironmongery, steelwork. glass, wall finishing, etc.				
		.01 Items measured by number:				
		.01 Four lever mortice lockset with one pair handles, backplates and striking plate	No	16		
		.02 Kimberly-Clark professional MR3 satin stainless steel toilet tissue dispenser (code SA426220), overall size 130x360mm high	No	6		
		.03 38 mm Ø rubber door stop	No	8		
		.04 25 mm x 100 mm long mild steel hinges welded	110	ŭ		
		to door frame	No	4		
		.05 300 mm x 300 mm mirror	No	6		
		.06 Purpose made aluminium steel window with frame, including, paintwork glazing and sills (where applicable)				
		.01 Window 500(w) x 630(h) mm (W1)	No	6		
		.02 Window 1330(w) x 1220(h) mm (W2)	No	7		
		.07 Standard aluminium steel window with frame, including, paintwork glazing and sills (where applicable)				
		.01 Window 600 x 600 mm(PT66)	No	2		
		.02 Window 600 x 1200 mm(PT126)	No	8		
		.03 Window 900 x 1200 mm(PT129)	No	4		
	Carried Fo	orward				

#### SCHEDULE NO 4: WALLS

Payment Refers To	Item No	Description	Unit	Quantity	Rate	Tendered Amount	
	Brought Fo	orward					
		Structural Steel staircase complete with handrails, cold formed channel welded and fixed to wall with chemical anchors  Overheads, charges and profit on subitem 110.07.01 above	- %	Prov R50,000.00	Sum 10%	50,000.00 5,000.00	
		.02 Items measured by Linear meter:	70	100,000.00	1070	3,000.00	
		.01 Silicone sealant in 6 mm contact joint between steel window frames and plastered brickwork, window sills or screeds	m	50			
		.02 Silicone sealant in 6 mm contact joint between sanitary fittings and wall finishes	m	50			
		.03 Items measured by area:					
		.01 25mm Internal cement plaster to walls	m²	50			
		.02 230 mm thick brick walls (walls to match existing)	m²	10			
		.03 110 mm thick brick walls (Walls to match existing)	m²	20			
		.04 200 x 200mm "Union", or of equal approved standard, white glazed wall tiles grouted with an approved grouting (allow a delivery purchase price of R180,00/ m² Vat excluded)					
		.01 On walls	m²	150			
		ALTERATION WORK					
		Alterations to existing structures					
BD.05	104.05	.01 Remove:					
		.01 Doors frame inclusive of timber door	No.	15			
		.02 Damaged plaster	m²	80			
		.03 Existing damaged wall tiles	m²	150			
		.04 Existing damaged 110mm walls	m²	35			
		.02 Repair and seal:					
		.01 Crack in plastered walls, open 150 mm and replaster	m	40			
		.02 Supply material and form joint in wall	m	10			
		.03 Cracks in plastered walls by removing plaster for 150 mm on both sides in straight line with angle grinder, fix chicken mesh in place and replaster	m	100			
						R 55,000.00	
	TOTAL SO	OTAL SCHEDULE NO 4: CARRIED FORWARD TO SUMMARY:					

#### **SCHEDULE NO 5: FLOORS**

Payment Refers To	Item No	Description	Unit	Quantity	Rate	Tendered Amount
	105.00	BE: FLOORS				
SANS 1200 G		NEW WORK CONCRETE (STRUCTURAL)				
8.4		SCHEDULED CONCRETE ITEMS				
BE.03	105.03	Floor tiling and finishes, etc.:				
		.01 Items measured by area:				
		300x300mm Semi-flexible vinyl floor tiles (allow a delivery purchase price of R120.00/m² VAT excluded)				
		.01 On floors	m²	200		
		300x300mm Mosaic floor tiles to shower floor (allow a delivery purchase price of R120.00/m² VAT excluded)				
		.01 On floors	m²	6		
		ALTERATION WORK				
BE.04	105.06	Alterations to existing structures				
	105.07	.01 Remove:				
		.01 Semi-flexible vinyl floor tiles	m²	200		
	TOTAL SO	CHEDULE NO 5: CARRIED FORWARD TO SUMMARY:				

#### **SCHEDULE NO 6: PAINTWORK**

Payment Refers To	Item No	Description	Unit	Quantity	Rate	Tendered Amount
	107.00	BJ: PAINTWORK				
		NEW PAINTWORK:				
BJ.02	107.01	Painted surfaces:				
		.01 Painted surfaces:				
		.01 Interior quality super acrylic copolymer PVA paint				
		.01 Ceilings and cornice	m²	30		
		.02 Walls	m²	840		
	TOTAL SCHEDULE NO 6: CARRIED FORWARD TO SUMMARY					

#### **SCHEDULE NO 7: FENCING AND GATES**

Payment Refers To	Item No	Description	Unit	Quantity	Rate	Tendered Amount
	110.00	CC. FENCING AND GATES				
	110.01	Clearing existing fence	m	460		
CC.08.02	110.02	Supply and erection of new fencing material to replace old material				
		.01 Clear Vu fencing complete with posts, clamps and bolts (Refer to drawing No.1023-CIV-DRG-100)	m	460.00		
		.02 Single leaf 6m Clear Vu gate complete with posts, guide, rail with I-beam and locking mechanisim (Refer to drawing No.1023-CIV-DRG-101)	No.	2		
		,				
	TOTAL O	F SCHEDULE NO 7: CARRIED FORWARD TO SUMMARY				

#### **SCHEDULE NO 8: - FIRE FIGHTING SYSTEM**

Payment Refers To	Item No	Description	Unit	Quantity	Rate	Tendered Amount
	114.00	PJC: CONVENTIONAL FIRE FIGHTING EQUIPMENT				
		GENERAL				
PJC.07	114.01	Fire Hydrants				
		.01 Hydrant Chamber as per drawing 1023-CIV-DRG-201	No	2		
		.02 9kg Fire Existinguisher	No	4		
l						
	TOTAL S	CHEDULE NO 8: CARRIED FORWARD TO SUMMARY				

#### SCHEDULE NO 9: PLUMBING AND DRAINAGE

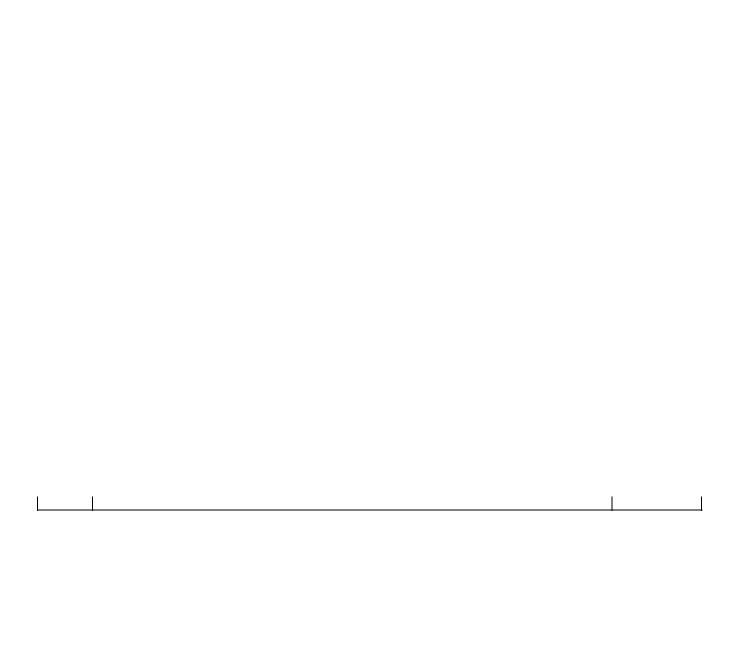
Payment Refers To	Item No	Description	Unit	Quantity	Rate	Tendered Amount
	115.00	PLUMBING AND DRAINAGE INSTALLATION				
		GENERAL				
PAA.07.01	115.01	Inspection and report on existing installations				
		.01 Domestic water installation	No	2		
		.02 Fire water piped installation	No	2		
PAA.07.03	115.02	Isolation, stripping, dismantling and removal of existing brass ware and piping installation				
		.01 Vitreous china WC	No	6		
		.02 Wash hand basin	No	6		
		.07 Urinals	No			
PAA07.05	115.04	Supply and installation of sanitary ware and brassware				
		.01 Water closets				
		.01 Vitreous china WC	No	6		
		.02 100 mm PVC outlet pipes including pipe clamp	m	40		
		.03 100 mm dia PVC pan collar	No	6		
		.04 PVC seat to WC	No	6		
		.05 WC cistern	No	6		
		.06 Junction double reducing plain 135 degrees	No	6		
		.07 Stop end access	No	6		
		.09 110mm Dia 45° access bend	No	6		
		.11 100 mm dia x 1500mm section	No	6		
		.12 Flush button and assembly kit	No	6		
		.02 Wash hand basin				
		.01 Wall mounted hand wash basin includes 1 x vaal potteries 510 x 405 mm hibiscus basin code 7050 fitted to wall with hanger brackets code 8126, without pedestal, colour white	No	4		
		.02 Pillar taps	No	18		
		.03 15 mm poly copper pipe and fittings chased inside brickwork	m	100		
		.04 15 mm stop taps	No	12		
		.05 rubber "P" traps	No	6		
		.06 50 mm PVC outlet pipes including pipe clamps	m	100		
	Carried Fo	prward				

#### SCHEDULE NO 9: PAA - PLUMBING AND DRAINAGE

Payment Refers To	Item No	Description	Unit	Quantity	Rate	Tendered Amount
	Brought Fo	orward				
PAA07.08	115.05	Supply and installation of domestic geyser installtion				
		.01 100 litre, square horizontal high pressure geyser complete with all pressure fittings, valves, tray and associated pipe work as well as connection to existing piping and electrical supply	No	2		
PAA07.07	115.08	Supply and installation of domestic water piping installation				
		.01 Saffer SABS Copper tubing 460/0 for hot water piping installed on surface in service ducts, against walls and soffits, inclusive of racketing, lagging and cladding:				
		.01 20 mm dia including fittings	m	100		
		.02 15 mm dia including fittings	m	100		
		.02 20 mm dia shut off ball valve	No	2		
	115.09	Rodding eye				
		.01 110mm PVC 45° rodding eye	No	4		
	115.10	Door Furniture				
		Manufactured by "Union"				
		.01 Male Indicator Sign on 152x152x3mm plate- Code AL5066-06ASE11	No.	2		
		.02 Female Indicator Sign on 152x152x3mm plate- Code AL5066-06ASE11	No.	2		
	TOTAL SO	CHEDULE 9 CARRIED FORWARD TO SUMMARY:				

#### SCHEDULE NO 10: ELECTRICAL BILL 1

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN- TITY	RATE	AMOUNT
		LV RETICULATION AND GENERAL				
		Allow for all items required to provide all distribution boards as specified and not included elsewhere, together with all LV cable supplies between the substations/Kiosks and these boards, including also for all earth conductors as necessary to comply with the wiring code of practice.				
	1	LV CABLES				
		Provide multi-core armoured cables with copper conductors in the required lengths installed in trenches, on trays, against structures, in sleeves and in wiring channels, including for the fixing thereof				
		.01 70mm² 4-core cable	m	100		
		.02 16mm² 3-core cable	m	100		
		.03 6mm² 4-core cable	m	100		
	2	MAIN EARTH CONDUCTORS				
		The supply of all stranded copper earth conductors (both bare and PVC insulated) and lugs and the installation thereof, together with cables on trays, against structures, in sleeves and in wiring channels, including for the fixing and connecting thereof,				
		.01 35mm² bare conductor	m	250		
		.02 6mm² bare conductor	m	15		
	3	TERMINATION OF LV CABLES				
		The supply of the correct glands, shrouds, lugs, tape, heat shrink material, clamps, nuts, washers and bolts, etc. and the provision of the complete cable termination in boards or on/in equipment				
		.01 70mm² 4-core cable termination	Each	6		
		.02 16mm² 3-core cable termination	Each	2		
		.03 6mm² 4-core cable termination	Each	2		
	4	CABLE TRENCHES				
		All cable trenching necessary to lay new cables and plant lighting poles to expose existing cables including back filling - all to specification and with 75mm earth bed for cables in soft and hard rock trenches (450mm wide x 750mm deep)				
		.01 Excavations in earth	m	200		
		.02 Excavation in soft rock	m	20		
		.03 Excavation in hard rock	m	1		
Bill 1	0	l d forward				



PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN- TITY	RATE	AMOUNT
		Brought forward				0.00
	5	PVC CABLE SLEEVES, MANHOLES AND MARKERS				
		.01 110mm diameter	m	20		
		.02 50mm diameter	m	20		
		.03 Electrical Danger tape as specified	m	150		
		.04 Electrical Manholes (600 x 600)	Each	3		
		.05 Cable makers at all cable route deviations as detailed on the layout	Each	3		
	6	DISTRIBUTION BOARDS AND SWITCHGEAR				
		The supply installation testing and handing over of all LV Kiosks and control panels for the supplies to area lighting, indoor distribution boards, etc within the project premises, including for all equipment as specified and per drawings				
		.01 Kiosk Main as specified	Sum	2		
	7	DISTRIBUTION BOARD AND KIOSK COMPONENTS				
		The supply of individual components for distribution boards and the installation thereof in boards with sufficient space for this (Prices required for alterations to boards and as such all quantities are provisional)				
		.01 6 - 15 kA 3 P Circuit Breakers				
		.01 60 A	Each	8		
		.02 80 A	Each	2		
		.03 125 A	Each	2		
		.04 150 A	Each	2		
		.05 200 A	Each	2		
	9	COMMISSIONING				
		Tenderers to allow for all the commissioning requirements, including testing, attendance, as-built drawings, manuals, for wiring, DBs, power points, lighting points, etc. as set out in the specification and SANS 01042, prior to the installation being handed over to Employer	Sum	1		
D:II 4	0	d familiar	1			
Bill 1	Carrie	d forward				

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN- TITY	RATE	AMOUNT
		Brought forward				
	10	GENERAL ITEMS				
		Any additional items that the tenderer deems necessary for the successful and total completion of the portion of the work required for this Bill (specify):				
		.01 Health and Safety File	Sum	2		
	11	Provisional Amount for Electrical Connection (100kVA) allocation for both Thaba Nchu and Botshabelo Buy Back stations	-	Prov	Sum	R300,000.00
		.01 Overheads, charges and profit on subitem 110.07.01 above	%	R300,000.00	10%	30,000.00
	12	Provisional Amount for Smoke and Motion Detection allocation for both Thaba Nchu and Botshabelo Buy Back stations	-	Prov	Sum	R30,000.00
		.01 Overheads, charges and profit on subitem 110.07.01 above	%	R30,000.00	10%	3,000.00
	ТОТА	L ELECTRICAL BILL 1 CARRIED TO SUMMARY				

#### SCHEDULE NO 11: ELECTRICAL BILL 2

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN- TITY	RATE	AMOUNT
		INTERNAL ELECTRICAL INSTALLATION				
		Note: Electrical installation, including conduits, etc. for other services, but excluding all items covered elsewhere in the Bills of Quantities				
	1	CONDUIT				
		Rigid conduit, including all couplings, plugs, fixing saddles and screws, cutting bending, fixing, cleaning for wiring purposes				
		.01 20mm PVC cast in brickwork or ceiling void	m	800		
		.02 20mm PVC on surface	m	100		
		.03 25mm PVC cast in concrete or brickwork	m	200		
	2	DRAW BOXES				
		Supply and installation of pressed steel hot dipped galvanized boxes for sockets, draw boxes, etc. flush mounted in brickwork or cast into concrete connected to the conduit installation as specified				
		.01 100 x 50 x 50mm boxes	Each	10		
		.02 100 x 100 x 50mm boxes	Each	10		
	3	SWITCH SOCKET OUTLETS				
		Supply and installation of socket outlets installed in flush and galvanized draw boxes, complete with socket fixing screws				
		.01 16 A switch socket with coverplate	Each	10		
		.02 16 A 2-pin double switch socket with coverplate	Each	10		
	4	ISOLATING SWITCHES FOR FLUSH INSTALLATION				
		Supply and installation of the vandal resistant, weather-dust-and- vapourproof flush or ceiling mounted isolating switches for power				
		.01 20 A double pole isolating switch with coverplate	Each	4		
		.02 30 A double pole isolating switch with coverplate	Each	4		
	5	LIGHT SWITCHES				
		Supply and installation of the light switches installed in 100 x 50 x 50mm deep galvanized draw box, complete with fixing screws and coverplate				
		.01 16 A single lever one-way with coverplate	Each	12		
		.02 16 A single lever two-way with coverplate	Each	5		
		.03 16 A photocell in an empty bulk head luminaire	Each	5		
Bill 2	Carrio	l d forward	]			
א וווע ב	Carrie	a Torward				

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN- TITY	RATE	AMOUNT
10	NO	Brought forward		1111		
		.04 10 A ceiling mount motion sensors	Each	8		
	6	CONDUCTORS				
		PVC insulated stranded copper conductors for electrical circuits installed in conduit, power skirting, etc. grouped and connected to equipment (All wasted cut-offs must be included in the tender price				
		.01 1,5mm²	m	400		
		.02 2,5mm²	m	200		
	7	DRAW WIRES				
		Supply and installation of galvanized steel draw wires installed in all conduits and sleeves				
		.01 2,5mm diameter draw wires	m	600		
	8	LIGHT FITTINGS				
		Supply and installation of the following light fittings, including lamps, wiring, connections and earthing				
		.01 Type F1	Each	5		
		.02 Type F2	Each	20		
		.03 Type F3	Each	1		
		.04 Type F4	Each	1		
		.05 Type A3	Each	1		
		.06 Type B	Each	1		
		.07 Type B1	Each	22		
		.08 Type B2	Each	16		
		.09 Type B3	Each	8		
	9	LIGHTNING PROTECTION				
		.01 Total cost for the provision of lightning points as indicated on the layout drawings and specific drawings including testing and issuance of certificates thereof. Contractors shall allow for the installation and tesing to be performed by approved speciallists such as HHK.	Each	6		
Bill 2	Carrie	d forward	1			

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN- TITY	RATE	AMOUNT
		Brought forward				
	10	DISTRIBUTION BOARDS AND SWITCHGEAR				
		The supply installation testing and handing over of all distribution boards and control panels for the supplies to general lighting and power circuits within the building, including for all equipment				
		.01 New DB - TC	Sum	4		
	11	DISTRIBUTION BOARD COMPONENTS				
		The supply of individual components for distribution boards and the installation thereof in boards with sufficient space for this (Prices required for alterations to boards and as such all quantities are provisional)				
		.01 5 kA 1 P Circuit Breaker				
		.01 10 A	Each	1		
		.02 20 A	Each	1		
		.02 30mA 5 kA Earth Leakage Protection Devive				
		.01 1 P + N 63 A without overload protection	Each	1		
		.03 5 kA 1 P + N Circuit Breaker				
		.01 60 A	Each	1		
		.04 Switch Disconector 5 kA				
		.01 60 A 1 P	Each	1		
	12	COMMISSIONING				
		Tenderers to allow for all the commissioning requirements, including testing, attendance, as-built drawings, manuals, for wiring, DBs, power points, lighting points, etc. as set out in the specification and SANS 01042, prior to the installation being handed over to Employer	Sum	2		
İ						
	TOT 4	LELECTRICAL DILL 2 CARRIER TO CLIMMARY	I	<u> </u>		
	IUIA	L ELECTRICAL BILL 2 CARRIED TO SUMMARY				

CLIENT: THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS

CONTRACT NO: E1411

CONTRACT TITLE: REFURBISHMENT OF THABA NCHU AND BOTSHABELO BUY BACK STATIONS

#### SUMMARY OF SCHEDULES OF QUANTITIES

	Tendered Amount
SCHEDULE NO 1 : PRELIMINARY AND GENERAL	R 472,500.00
SCHEDULE NO 2: ROOF COVERINGS	
SCHEDULE NO 3: CARPENTRY	
SCHEDULE NO 4: WALLS	R 55,000.00
SCHEDULE NO 5: FLOORS	
SCHEDULE NO 6: PAINTWORK	
SCHEDULE NO 7: FENCING AND GATES	
SCHEDULE NO 8: - FIRE FIGHTING SYSTEM	
SCHEDULE NO 9: PLUMBING AND DRAINAGE	
SCHEDULE NO 10: ELECTRICAL BILL 1	
SCHEDULE NO 11: ELECTRICAL BILL 2	
Sub-Total	
Sub-i otal	
Add: Contingencies @ 5%	
Sub-Total (Excl VAT)	
Add: Value Added Tax @ 15%	
TOTAL OF SCHEDULE OF QUANTITIES	
CARRIED TO CALCULATION OF TENDER SUM	



### ANNEXURE D (OHS SPECIFICATION)

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RESPONSIBLITIES OF THE PARTIES IN RELATION TO COMPLIANCE WITH THE PROVISION OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT NO 85 OF 1993) ("OHS ACT") AND ALL RELEVANT REGULATIONS AS WELL AS THE OHS SPECIFICATIONS STIPULATED IN THIS ANNEXURE D.

#### 1. **DEFINITIONS**

- 1.1 For the purposes of this Annexure D the following definitions will apply:
- 1.1.1 "Agreement" means the main Agreement entered into by the Parties for the Project for which this Annexure D is appended to;
- 1.1.2 "Competent Person" means a person who -
  - 1.1.2.1 has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2008 (Act No.67 of 2008), those qualifications and that training must be regarded as the required qualifications and training; and
  - 1.1.2.2 is familiar with the OHS Act and with the applicable Regulations;
- 1.1.3 "Contractor/Sub Contractor" has the same meaning as defined in the Agreement;
- 1.1.4 "Construction Work" means any work in connection with the-
  - 1.1.2.1 construction, erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
  - 1.1.2.2 construction, installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
  - 1.1.2.3 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
  - 1.1.2.4 moving of earth, clearing of land, the making of an excavation, piling, or any similar civil engineering or type of work;
- 1.1.5 "COVID 19" means the Novel Coronavirus (COVID 19) which is an infectious disease caused by a virus, which emerged during 2019 and was declared a global

- pandemic by the World Health Organization during the year 2020 that has previously not been scientifically identified in humans;
- 1.1.6 "COVID 19 Response Team" means a team of COVID 19 Compliance Representatives consisting of Service Provider(s)/Contractor(s), site supervisor(s), and Employees/ Participants representative(s);
- 1.1.7 **"COVID 19 Compliance Representatives"** means a person responsible to perform duties as stipulated in the COVID 19 Compliance Representatives appointment letter;
- 1.1.8 "Department" means the Department of Forestry, Fisheries and the Environment;
- 1.1.9 "Employees/Participants" means all Employees, servants, Mandatary / Principle Contractor/ Contractors, agents, invitees and the like of the Service Provider/ Contractor;
- 1.1.10 "ENATIS" means Electronic National Administration Traffic Information Systems;
- 1.1.11 "Fall Arrest Equipment" means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines or similar equipment;
- 1.1.12 "Fall Prevention Equipment" means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guardrails, screens, barricades, anchorages or similar equipment;
- 1.1.13 "Fall Protection Plan" means a documented plan, which includes and provides for -
  - 1.1.13.1 all risks relating to working from a fall risk position, considering the nature of work undertaken;
  - 1.1.13.2 the procedures and methods to be applied in order to eliminate the risk of falling; and
  - 1.1.13.3 a rescue plan and procedures;
- 1.1.14 "Health and Safety Representative/ H & S Representative" means a person designated in terms of section 17 (1) of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);
- 1.1.15 "Occupational Health and Safety Committee" means a committee established under section 19, of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

- 1.1.16 "OHS Act" means the Occupational Health and Safety Act, 1993 (Act No.85 of 1993);
- 1.1.17 "Occupational Health and Safety File" means a file, or other record in permanent form, containing the information required as contemplated in the Construction Regulations 2014 Government Gazette Notice No 40883 of 2 June 2017) ("the Construction Regulations"). A Occupational Health and Safety file is to be a document that consists of various other documents (as per attached Annexure F) that resembles the entire health and safety history of the contract, from start to finish;
- 1.1.18 "Occupational Health and Safety Plan/ OHS Plan" means a Site, activity or project specific documented plan in accordance with the Department's Occupational Health and Safety specifications;
- 1.1.19 "Occupational Health and Safety Specification/ OHS Specification" means this Annexure D which is a documented specification of all health and safety requirements pertaining to the associated Works on a Site, so as to ensure the health and safety of persons;
- 1.1.20 "Risk Assessment" means a program to determine any risk associated with any hazard at a Site/ Premises, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 1.1.21 "Responsible Person" means the Employee, or contractor appointed by the Service Provider/ Contractor and who performs the duties on behalf of the Service Provider/ Contractor;
- 1.1.22 "Medical Surveillance" means a planned programme or periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner;
- 1.1.23 "Occupational Health Practitioner" means an occupational medicine practitioner or a person who holds a qualification in occupational health recognized as such by the South African Medical and Dental Council as referred to in the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), or the South African Nursing Council as referred to in the Nursing Act, 2005 (Act No. 33 of 2005);
- 1.1.24 "Personal Protective Equipment (PPE)" means equipment or clothing that must be provided to protect and minimise the risk of injury to the health and safety of all persons entering the workplace for example helmets, goggles, gloves, work boots, life jackets, etc.

- 1.1.25 "Premises" means all such Premises as identified by the Department, where the Service Provider/ Contractor and its Employees/ Participants perform Work or render a service for and on behalf of the Department;
- 1.1.26 "Site/s" means any location where the Service Provider/ Contractor and its Employees / Participants perform Work or render a service for and have equipment or infrastructure installed, on behalf of the Department;
- 1.1.27 "SHEQ Procedures and Standards" means the Procedures and Standards contained in Branch: Environmental Programme's Occupational Health and Safety (OHS) Master File as well as other Standard Operating Procedures (SOP), Quality and Technical Standards applicable to the work, which the Service Provider is obliged to follow when performing work on behalf of the Department.
- 1.1.28 "Service Provider/ Contractor" means the Service Provider/ Contractor as defined in the Agreement; and
- 1.1.29 "Works / Scope of Work" mean the Project as described in the Agreement.

#### 2. RESPONSIBILITIES OF THE DEPARTMENT

- 2.1. The Department shall discuss and negotiate with the Service Provider/Contractor the contents of the Occupational Health and Safety (OHS) Plan.
  - 2.1.1. The Department will take reasonable steps to ensure that the OHS Plan of the Service Provider/ Contractor is implemented and maintained. The steps taken will include periodic audits at intervals agreed between the Department and the Service Provider/ Contractor.
- 2.2. The Department will prevent the Service Provider/Contractor and/its sub-contractor from commencing or continuing with Construction Work/Works should the Service Provider/ Contractor or its sub-contractor at any stage in the execution of the Works be found to have:
  - 2.2.1. failed to comply with any of the administrative measures required by the OHS Act and its Regulations in preparation for the Construction Works or any physical preparations necessary in terms of the OHS Act;
  - 2.2.2. failed to implement or maintain their OHS Plan;
  - 2.2.3. executed Construction Work/Works which is not in accordance with their OHS Plan; or

2.2.4. acted in any way which may pose a threat to the health and safety of any person(s) present on the Premises or Site or in its vicinity, irrespective of him/them being employed or legitimately on the Premises or Site or in its vicinity.

#### 3. GENERAL RESPONSIBILITY OF THE SERVICE PROVIDER/ CONTRACTOR

The Service Provider/ Contractor shall:

- 3.1 notify the Department of Labour of the intended construction Work in terms of the requirements outlined in Regulation 3 of the Construction Regulations, which contains the "Notification of Construction Work" form attached to these Regulations as Annexure A. The Service Provider/ Contractor shall submit the notification in writing prior to commencement of Work and inform the Department accordingly. A copy of this notification shall be provided to the Department before construction commences;
- 3.2 ensure that he/she is fully conversant with the requirements of this Occupational Health and Safety (OHS) Specification ("the Specification") and all relevant health and safety legislation. This Specification is not intended to supersede the OHS Act nor the Regulations or any part of either. Those sections of the OHS Act and the Regulations or any other Regulation which apply to the Scope of Work to be performed by the Service Provider/ Contractor in terms of the Agreement will continue to be legally required of the Service Provider/ Contractor to comply with. The Service Provider/ Contractor will in no manner or means be absolved from the responsibility to comply with all applicable provisions of the OHS Act, or any Regulations under the OHS Act or any legislation which may perceivable be applicable to this Agreement;
- 3.3 provide proof of registration and "Good Standing" with the Compensation Fund or with a licensed compensation insurer prior to commencement with the Works;
- 3.4 consistently, for the duration of the Agreement demonstrate through the development, submission to the Department for approval (prior to commencement of construction Work/Works) and implementation of an OHS Plan, in terms of clause 5 below, its competence and the adequacy of its resources to perform the duties imposed on it in terms of this Specification, the OHS Act and the Regulations;
- 3.5 ensure that an Occupational Health and Safety (OHS) File, in terms of clause 5 below, is opened and kept on Site and made available to the Department or Inspector from the Department of Labour upon request;
- 3.6 ensure that all conditions imposed on its sub-contractors in terms of the OHS Act and the applicable Regulations are complied with as if they were the Service Provider/ Contractor; and

3.7 from time to time evaluate the relevance of the OHS Plan and revise this Plan as required, following which revised OHS Plan shall be submitted to the Department for approval.

### 4. RESPONSIBILITY OF THE SERVICE PROVIDER/ CONTRACTOR IN RELATION TO WARRANTY OF COMPLIANCE

- 4.1 The Service Provider/Contractor warrants that it has familiarized itself with the working environment and that it agrees to the arrangements of this Annexure D and the OHS Plan and Master OHS File Specifications.
- 4.2 The Service Provider/Contractor acknowledges that this OHS Specifications constitutes an agreement in terms of section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the Work that are to be performed on the Premises and/or Site shall be the obligation of the Service Provider/ Contractor.
- 4.3 The Service Provider/Contractor undertakes to maintain all necessary compliance with the OHS Act and its Regulations. Without derogating from the generality of the above, nor from the provisions of the Agreement, the Service Provider/Contractor shall ensure that the clauses as hereunder described are at all times adhered to by itself and its Employees/Participants/ sub-contractors.
- 4.4 The Service Provider/Contractor hereby undertakes to ensure that the health and safety of any other person on the Premises and/or Site is not endangered by the conduct and/or activities of its Employees/Participants/ sub-contractors whilst they are on the Premises and/or Site.
- 4.5 Notwithstanding the above, the Service Provider/Contractor confirms that it is familiar with and will comply with the Department's Safety, Health, Environmental and Quality (SHEQ) Procedures and Standards.
- 4.6 The Work undertaken in terms of the Agreement by the Service Provider/Contractor will be carried out in conformity with all the relevant OHS Specifications, contained in this Annexure D and in strict compliance with:
  - 4.6.1 all and/or any current OHS related legislation and any Regulations which may be promulgated under any such Act;
  - 4.6.2 all and/or any existing or new OHS Municipal or Local or Statutory Authority laws, By-laws, regulations and or Notices and Proclamations;
  - 4.6.3 all and/or any current OHS requirements of, or directives received from, any Governmental departments or bodies or Statutory Authorities charged with the administration and/or enforcement of any Acts of Parliament, Municipal or Local

- or Statutory Authority's Law, Bye Laws regulations and/or Notices and Proclamations:
- 4.6.4 the Occupational Health and Safety Act, 1993 (Act No: 85 of 1993) and its Regulations;
- 4.6.5 the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No: 130 of 1993); and
- 4.6.6 any other relevant legislation (such as the COVID 19 related regulations) and additional Departmental SHEQ Procedures and Standards requirements not contained within the Agreement.

#### 5. OCCUPATIONAL HEALTH AND SAFETY PLAN AND FILE

- 5.1 The Service Provider/Contractor must, in terms of the Construction Regulation 5(1) and the Department's SHEQ Procedures and Standards provide and demonstrate to the Department a suitable, sufficiently documented and coherent Site specific OHS Plan, attached as Annexure E to the Agreement, based on the Department's documented OHS Specifications contemplated in Construction Regulation 4(1) (a), which plan must be applied from the date of commencement of and for the duration of the construction Work/Work and which must be reviewed and updated by the principal contractor as Work progresses.
- 5.2 The Service Provider/Contractor must, in terms of Regulation 5(7) of the Construction Regulations keep an OHS File on Site at all times that must include all documentation required in terms of this Annexure D, the OHS Act, the Regulations and must also include a list of all contractors/ sub-contractors on Site that are accountable to it and the agreements between the Service Provider/Contractor and its sub-contractors and details of work being done. The OHS File for the Site must be prepared/ compiled from the date of commencement of and for the duration of execution of the Works. A more detailed list of documents and other legal requirements that must be kept in the OHS File is attached as Annexure F to the Agreement.
- 5.3 The OHS Plan must be submitted by the Service Provider/Contractor to the Department's Project Manager for approval prior to the commencement of Construction Work/Works.
- 5.4 The OHS File will remain the property of the Department throughout the Agreement period and shall be consolidated and handed over to the Department by the Service Provider/ Contractor at the completion of the Construction Work/ Works as is required in terms of Regulation 5 (8) of the Construction Regulations.

#### 6. OVERALL SUPERVISION AND RESPONSIBILITY FOR OHS

- 6.1 The Department must ensure that the Service Provider/Contractor, appointed in terms of Regulation 4(1) (c) of the Construction Regulations, implements and maintains the agreed and approved OHS Plan. Failure on the part of the Department to comply with this requirement will not absolve the Service Provider/Contractor from any one or more of its duties under the OHS Act and the Regulations.
- 6.2 The Chief Executive Officer of the Service Provider/ Contractor shall, as required in terms of section 16 (1) of the OHS Act, ensure that their Employer (as defined in the Act) (or the Service Provider/Contractor) complies with the OHS Act and that the duties of the Service Provider/ Contractor are properly discharged.

#### 7. APPOINTMENT OF RESPONSIBLE PERSON BY SERVICE PROVIDER/ CONTRACTOR

- 7.1 The Service Provider/Contractor shall ensure that all appointments of Responsible Persons are done in accordance with the Departments' SHEQ Procedures (Roles and Responsibilities), the OHS Act and the Regulations.
- 7.2 All appointed Responsible Persons must be competent to perform the work they are appointed for.
- 7.3 The Responsible Person shall at all times have his written appointment as well as a copy of these Specifications close at hand whilst on the Site/Premises and shall be fully familiar with the requirements thereof.
- 7.4 The Service Provider/Contractor will allow the Department to examine the appointment letter of the Responsible Person during Site inspections.
- 7.5 Prior to the commencement of any Work on the identified Site, the Responsible Person, shall conduct Site inspections in order to define hazardous areas, safety precautions, standards and procedures and equipment and emergency procedures. This must be documented in an OHS Plan.
- 7.6 The Service Provider/ Contractor will allow the Department to assess the OHS Plan and to test the knowledge of the Service Provider/ Contractor including that of the Responsible Persons, regarding these Specifications during Site inspections. Where required, the Department may request retraining or refresher training before the Works can commence.

### 8. APPOINTMENT OF HEALTH AND SAFETY AND COVID - 19 COMPLIANCE REPRESENTATIVE/S

- 8.1 The Service Provider/Contractor shall ensure that 1 (one) Health and Safety (H&S) Representative is nominated, trained and appointed in writing, per contract team, in terms of section 17 of the OHS Act. An additional H&S Representative shall be trained as a substitute.
- 8.2 The H&S Representative/s have to be designated in writing and the designation shall be in accordance with Department's SHEQ Procedures and Standards (H&S Representatives), and in terms of Regulation 6 of the General Administration Regulations 2003, issued under Government Gazette Notice No R929 of 25 June 2003.
- 8.3 The H&S Representative/s shall be entitled to perform duties as stipulated in section 18 of the OHS Act as well as the Department's SHEQ Procedures and Standards (H&S Representatives).
- 8.4 The designated H&S Representative/s shall conduct daily/weekly inspection of their respective areas of responsibility using a checklist and report thereon to the Service Provider/ Contractor, after which these reports shall be consolidated for submission to the relevant OHS Committee.
- 8.5 H&S Representative/s must be included in and be part of accident/incident investigations.
- 8.6 H&S Representative/s shall be members of at least 1 (one) OHS Committee and must attend all meetings of that OHS committee.
- 8.7 The Service Provider/ Contractor, with the assistance of the Department's Project Manager and Senior OHS officers, must facilitate the establishment of a COVID – 19 Compliance Officers for COVID – 19 responses.
- 8.8 The Service Provider/Contractor, with the assistance of the Department's Project Manager and Senior OHS officers, must facilitate the establishment of a COVID – 19 Compliance Team for COVID – 19 responses.
- 8.9 The team with COVID 19 Compliance Representatives should consist of different stakeholders including the Service Provider(s)/ Contractor(s), site supervisor(s), and Employees/ Participants, OHS representative(s) with at least 1 (one) female representative and/or a representative with a disability, if possible.
- 8.10 Each COVID 19 Compliance Officer and Representatives shall share and undertake the responsibilities outlined in their appointment letter as well as the Department's SHEQ Procedures and Standards (COVID 19).

8.11 The selected COVID – 19 Compliance Officers and Representative/s shall be members of at least 1 (one) OHS Committee and must attend all meetings of that OHS committee.

#### 9. APPOINTMENT OF FIRST AIDER/S

- 9.1 The Service Provider/Contractor shall ensure that 1 (one) First Aider is nominated, trained and appointed in writing, per contract team. At least one additional First Aider shall be trained as a substitute, per contract team. First Aiders must be in possession of a valid First Aid certificate of competency and be readily available to render the necessary assistance on Site in case of an injury. A copy of this certificate must be provided to the Department at the commencement of the Agreement.
- 9.2 The First Aider shall be entitled to perform duties as stipulated in Department's SHEQ Procedures and Standards (First Aid).
- 9.3 A notice bearing, the address and telephone numbers of all emergency services including the South African Police Service, Emergency Medical Services, Fire Department and the nearest Hospital must be displayed on the Premises and it must be in English and one other language predominantly spoken by the Employees/ Participants.
- 9.4 The Service Provider/Contractor shall ensure that:
  - 9.4.1 An adequately equipped First Aid Kit shall be easily accessible at all Site/Premises;
  - 9.4.2 The First Aid Kit shall be kept fully stocked according to the stock list;
  - 9.4.3 All first aid treatment and usage of stock shall be recorded in the dressing book kept on Site and;
  - 9.4.4 The First Aid Kit shall be under the control of a trained and competent First Aider.

#### 10. FURTHER (SPECIFIC) SUPERVISION RESPONSIBILITIES FOR OHS

Several appointments or designations of Responsible Person and competent person in specific areas of Construction Work/ Works are required by the OHS Act and the Regulations. It will be the responsibility of the Service Provider/ Contractor to ensure that all appointments comply with the OHS Act and its Regulations.

#### 11. SITE RULES AND OTHER RESTRICTIONS

#### 11.1 Site OHS Rules

- 11.1.1 The Service Provider/Contractor must develop a set of Site-specific OHS rules that will be applied to regulate the OHS Plan and associated aspects of the Construction Work and COVID 19 OHS requirements.
- 11.1.2 Access by third parties to Sites/Premises, as well as physical social distance between Employees/ Participants should be strictly monitored by the COVID - 19 Compliance Representatives, in order to avoid the risks of contagion.

#### 11.2 Substance Abuse

- 11.2.1 The use of any narcotic substances is prohibited on Site.
- 11.2.2 The Service Provider/Contractors shall ensure that Employees/Participants do not perform their duties under the influence of any narcotic or alcoholic substances.
- 11.2.3 Employees/Participants who are under the influence during work hours shall be dealt with in terms of the appropriate disciplinary procedures.
- 11.2.4 Alcohol testing, where applicable, may only be done using single use test units and must be disposed of in the appropriate contaminated waste bag provided on Site.

#### 11.3 **Security Arrangements**

- 11.3.1 The Service Provider/Contractor must establish Site access rules and implement and maintain these throughout the operational period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on Site.
- 11.3.2 The Service Provider/Contractor must develop a set of Security rules and procedures for the Site and maintain these throughout the operational period.

#### 12. SECURITY AND ACCESS

12.1 The Service Provider/Contractor and its Employees/ Participants and sub-contractors shall only access and exit the Premises and/or Sites of Private Land Owners through the main gate(s) (where applicable) designated by the Department.

- 12.2 The Service Provider/Contractor shall ensure that the Employees/Participants observe the security rules of the Department at all time and shall not permit any person who is not directly associated with the Works to enter the Premises and/or Site.
- 12.3 The Service Provider and the Employees/Participants shall not enter into any area of the Premises and/or Site, which is not directly associated with the Works.
- 12.4 When required for a site by law, visitors and non-employees upon entering the site shall be recorded on an attendance register, be screened for COVID -19 symptoms through the completion of an "self-assessment questionnaire", hands and personal belongings sanitized and be issued with the required Personal Protective Equipment (PPE) as and when necessary.
- 12.5 The Service Provider/Contractor shall ensure that all materials, machinery or equipment brought by it onto the Premises and/or Site are registered at the main gate(s) (where applicable). A failure to do this may result in a refusal by the Landowner to allow the materials, machinery or equipment to be removed from the Premises and/or Site.
- 12.6 The Service Provider/Contractor shall submit to the Department, for approval, all the names of each proposed Employee/Participant prior to such Employee/Participant entering the Premises and/or Site.
- 12.7 The Department may refuse access to a Premises and/or Site by any one of the Service Provider/Contractor's Employees/Participants who has proven by his/her action to have a disregard for any of the relevant OHS requirements. Such refusal of access to the Premises by the Department shall not result in any claims on the Department by the Service Provider/Contractor.
- 12.8 The actions on the Service Provider/Contractor's Employees/ Participants referred to in paragraph 12.7 above includes but are not limited to:
  - 12.8.1 Possession of illegal drugs, liquor or other intoxicating substances on the Premises;
  - 12.8.2 Intoxication, and/or consumption of an intoxicating substance;
  - 12.8.3 Unauthorised possession of Department's property;
  - 12.8.4 Fighting/assault;
  - 12.8.5 Possession of dangerous weapon; and/ or
  - 12.8.6 Violation of health and safety rules.
- 12.9 Where an Employee/Participant show symptoms of possible COVID 19 infection when reporting for duty or whist performing duties, the protocols set out in the Department's SHEQ Procedures and Standards (COVID 19) must be followed.

12.10 Any person required to take medication shall notify the relevant Responsible Person thereof, as well as the potential side effects of the medication.

#### 13. DEMARCATION OF WORK AREAS

- 13.1 Work areas that pose a potential danger to people must be visibly or structurally cordoned off with neat barriers, fencing or purpose made hazard tape or rope. The method used must be suitable and in direct proportion for the purpose, e.g. physical barriers or fences must be used to prevent people from falling into holes.
- 13.2 Clearly visible Safety Signs shall be installed by the Service Provider/ Contractor to alert third parties entering the Work area of any dangers / hazards that exists in such a Work area. These signs shall comply with the South African National Safety Standards and shall be appropriate for the type of Work performed in the Work area.

#### 14. APPOINTMENTS AND TRAINING

- 14.1 The Service Provider/Contractor shall appoint competent persons as envisaged in section 16(2) of the OHS Act. These appointees must be trained on all OHS matters, and the OHS Act provisions that apply to the Work that is to be performed under their responsibility. Copies of any appointments made by the Service Provider/ Contractor in terms of section 16(2) of the OHS Act shall be made available to the Department upon its request.
- 14.2 The Service Provider/Contractor shall ensure that he has familiarized himself with the hazards associated with the Work being carried out on the Premises and/or Sites. The Service Provider/ Contractor shall further ensure that the Employees/Participants are trained on the health and safety aspects relating to the Work and that they understand the hazards associated with such Work being carried out on the Premises and/or Sites. Without derogating from the afore-going, the Service Provider/Contractor shall, in particular, ensure that all its users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 14.3 The Service Provider/Contractor shall avail its Employees/Participants to training programmes offered by the Department for occupational competency and personal development purposes as and when required by the Department.
- 14.4 Notwithstanding the provisions of the above, the Service Provider/Contractor shall ensure that he, his appointed Responsible Persons and Employees/Participants are at all times familiar with the provisions of the OHS Act, this Specifications as well as the Department's SHEQ Procedures (Training, Competency and Awareness) and that they comply with the provisions thereof.

- 14.5 The contents and syllabi of all training required by the OHS Act and the Regulations including any other related or relevant training as required by the Department's SHEQ Procedures (Training, Competency and Awareness) must be included in the Service Provider/ Contractor's OHS Plan and OHS File.
- 14.6 All Employees/Participants of the Service Provider/ Contractor must be in possession of proof of General Induction training and Site Specific OHS Induction or other qualifying training.
- 14.7 All operators, drivers and users of vehicles, mobile plants and other equipment must be in possession of valid proof of training to operate such vehicles, mobile plants and other equipment.
- 14.8 All Employees/Participants in jobs requiring training in terms of the OHS Act and the Regulations and the Department's SHEQ Procedures (Training, Competency and Awareness) must be in possession of valid proof of training.

#### 15. SUPERVISION, DISCIPLINE AND REPORTING

- 15.1 The Service Provider/Contractor shall ensure that, where applicable, all Work performed on the Premises and/or Sites is done under strict supervision, and that no unsafe or unhealthy Work practices are permitted. Discipline regarding non-compliance with health and safety matters shall be strictly enforced by the Service Provider/Contractor against any of its Employees/Participants.
- 15.2 The Service Provider/Contractor shall further ensure that the Employees/Participants report all unsafe or unhealthy Work situations immediately after they become aware of it, and that the Service Provider/ Contractor shall in turn report these in writing, to the Department in terms of the Department's SHEQ Procedures and Standards (Incident investigation and Non Compliance)

#### 16. ACCESS TO THE OHS ACT

The Service Provider/Contractor shall have an updated copy of the OHS Act available in the OHS File which is accessible to its appointed Responsible Persons and Employees/Participants. The Parties may make arrangements for the Service Provider/Contractor and its Responsible Persons to have access to the Department's copies of the OHS Act.

#### 17. CO-OPERATION

The Service Provider/Contractor and/or its Responsible Persons and Employees/Participants shall provide full co-operation and information if and when the Department or its representative enquire into OHS issues concerning the Service Provider/ Contractor. The Department and its representative shall at all times be entitled to make such enquiry.

### 18. HAZARD IDENTIFICATION AND RISK ASSESSMENT AND SAFE WORK OPERATION STANDARDS AND PROCEDURES

- 18.1 The Service Provider/Contractor shall ensure that a Hazard identification and Risk assessment (HIRA) is carried out on the Site where Work is to be performed. HIRA, Safe work operating standards and procedures must be developed in accordance with the Departments' SHEQ Procedures (HIRA) and be in place to address these risk.
- 18.2 The Service Provider/Contractor must, as a minimum requirement, have regard to and apply any applicable operational standards and procedures, guidelines and other documentation used by the Department as a basis for prescribing the HIRA and Safe work operating standards, procedures and practices for the Employees/Participants. The Service Provider/ Contractor, shall at all times, be responsible for ensuring compliance with the OHS Act, including ensuring that it has adequate HIRA and safe work operating standards and procedures in place. The Service Provider/ Contractor shall ensure that the Employees/Participants are made conversant and comply with the requirements of the HIRA and Safe work operating standards, procedures and practices.

#### 19. OCCUPATIONAL HEALTH AND SAFETY MEETINGS

- 19.1 The Service Provider/Contractor shall establish its own OHS committee/s as contemplated in terms of section 19 of the OHS Act. The OHS Committees shall conduct its duties in accordance with the requirements under the OHS Act and the Department's SHEQ Procedures and Standards (OHS Committee).
- 19.2 The Service Provider/Contractor's OHS Committees shall consist of the designated H&S Representatives and COVID 19 Compliance Representatives together with a number of Department's Representatives appointed in terms of section 19(3) of the OHS Act. Provided that the Department's Representatives shall not exceed the number of the Service Provider/ Contractor's H&S Representatives on the committee. The persons nominated on an OHS Committee must be designated in writing for such period as may be determined by the Service Provider/ Contractor.
- 19.3 The OHS Committee may co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship;

- 19.4 The Service Provider/Contractor shall have a representative on the Regional OHS Committee of the Department.
- 19.5 The OHS Committee must meet minimum monthly and consider, at least, the following Agenda for the meeting.

#### Agenda:

- 1. Opening and determining of chairmanship (only when necessary)
- 2. Minutes of Previous Minutes
- 3. Observations
- 4. Program and Safety considerations
- 5. Hygiene
- 6. Housekeeping improvement
- 7. Incidents & Accidents / Injuries
- 8. Registers:
  - 8.1 H&S Representatives. Inspections
  - 8.2 Matters of First Aid
  - 8.3 Registers for Cleaning and Disinfecting
  - 8.4 Scaffolding
  - 8.5 Ladders
  - 8.6 Excavations
  - 8.7 Portable Electric Equipment
  - 8.8 Fire Equipment
  - 8.9 Explosive Power Tools
  - 8.10 Power Hand tools
  - 8.11 Incident Report Investigation
  - 8.12 Pressure Vessels
  - 8.13 Personal Protective Equipment
- 9. Safety performance Evaluations
- 10. Education & Safety promotion program
- 11. First Aid Officials and training in First Aid
- 12. Demarcation of work- /hazardous-/safe areas/walkways
- 13. Posters and signage
- 14. Environmental preservation and conservation
- 15. Specific training programmes
- 16. Operational Standards and Procedures with specific reference to COVID 19 compliance implementation and monitoring
- 17. General
- 18. Date of Next Meeting
- 19. Closing

#### 20. COMMUNICATION AND LIAISON

- 20.1 OHS liaison between the Department and the Service Provider/ Contractor, and other concerned parties shall be through the Department's OHS Committee as per the procedures determined by the OHS Committee.
- 20.2 In addition to the requirements under paragraph 20.1 above, communication regarding OHS matters between the Parties may be made, verbally (followed by written confirmation through an email) or in writing, as and when the need arises.
- 20.3 Consultation with the Employees/Participants on OHS matters will be through Supervisors, COVID 19 Representatives and H&S Representatives.
- 20.4 The Service Provider/Contractor will be responsible for the dissemination of all relevant OHS information in accordance with the Department's SHEQ Procedure (Participation and Consultation) to the other contractors e.g. design changes agreed with the Department on its behalf and the Designer, instructions by the Department exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

### 21. COMPENSATION AND REGISTRATION AS OUTLINED IN THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) MINISTERIAL DETERMINATION

- 21.1 It is the responsibility of the Service Provider/Contractor to arrange for all participants to be covered in terms of the Compensation for Occupational Injuries and Diseases Act,1993 (Act No 130 of 1993) (COID Act).
- 21.2 The Service Provider/Contractor must report any work-related injury or occupational disease to the Department in terms of the Department's Investigation Procedure.
- 21.3 The Service Provider/Contractor must report accidents or diseases to the Compensation Fund. Submission of all forms shall be made in compliance with the COID Act.

#### 22. MEDICAL EXAMINATIONS AND OCCUPATIONAL HEALTH AND HYGIENE

22.1 The Service Provider/Contractor shall ensure that all the Employees/Participants undergo a Medical Surveillance Program as prescribed in the OHS Act and its Regulations and the Departmental SHEQ Procedures and Standards (Medical Surveillance), where their working environment necessitates this and also to ensure that Employees/Participants are medically fit for the purposes of the work they are to perform.

- 22.2 Prior to employment, all Participants shall undergo a medical examination performed by a registered Occupational Health Practitioner. Whenever possible, team members that resign need to undergo an exit medical examination and the results must be kept on record by the Service Provider/Contractor.
- 22.3 The Service Provider/Contractor shall be responsible for the medical welfare of its own and sub-Mandatary/sub Contractor personnel and shall provide health certificates of Employees/Participants to the Department when so requested.
- 22.4 The Service Provider/Contractor shall adhere to all applicable Regulations or the Department's guidelines for medical surveillance, COVID 19 testing and medical screening and operational hygiene monitoring.
- 22.5 If separate accommodation for Mandatary/Principle Contractor/Contractor personnel is provided (e.g. tents for camping), the Mandatary/Principle Contractor/Contractor shall comply with the relevant OHS Operational Standards for: COVID 19 OHS requirements, sanitation, sewage, hygiene, water supply, sleeping quarters, food establishments, and laundry and garbage disposal.

#### 23. INCIDENT REPORTING AND INVESTIGATION

- 23.1 Incidents as described in terms of section 24 of the OHS Act shall be reported by the Service Provider/Contractor to the Department of Labour and to the Department. The Department shall further be provided with copies of any written documentation as per the Department's SHEQ Procedure (Incident Investigation and Non-Compliance) relating to any incident.
- 23.2 Notwithstanding the requirements of section 24 of the OHS Act, all incidents shall be investigated and reported on in writing, as per the Department's SHEQ Procedure (Incident Investigation and Non-Compliance).
- 23.3 The Department retains an interest in the notification of any incident as described in paragraphs 23.1 and 23.2 above, as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS Act into such incident.
- 23.4 Any incident, condition or act that could or could have caused injury, health impacts, damage or loss or affect the environment must be reported to the Department's Regional OHS Officers or to such a person in the Department as may be designated in writing to the Service Provider/Contractor.
- 23.5 The Service Provider/Contractor is responsible to oversee the investigation of all accidents/incidents where Employees/Participants and non-employees were injured to the extent that they had to receive first aid or be referred for medical treatment by a doctor,

- hospital or clinic. (see Regulation 9 of the General Administrative Regulations, 2003, published under Government Gazette Notice R929 of 25 June 2003).
- 23.6 The Service Provider/ Contractor is responsible for the investigation of all road traffic accidents relating to the operations and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- 23.7 The Service Provider/ Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) of less than 0.5 and report on this to the Department on its behalf on a monthly basis.

#### 24. FIRE PRECAUTIONS AND FACILITIES

- 24.1 The Service Provider/Contractor shall ensure that an adequate supply of fire protection and first aid facilities is provided as indicated in the Department's SHEQ Procedures (Emergency Preparedness and Response) for the Work to be performed on the Premises and/or Site. The Parties may mutually make arrangements for the provision of such facilities, subject to such arrangements being recorded in writing by the Parties thereto.
- 24.2 The Service Provider/Contractor shall further ensure that the Employees/Participants are familiar with fire precautions at the Premises and/or Site, which include the contingency plan and emergency exits and that such precautions are adhered to.

#### 25. HYGIENE AND CLEANLINESS

- 25.1 The Service Provider/Contractor shall ensure that the area where the Work is performed is at all times maintained to reasonably practicable levels of hygiene and that they maintain the surrounding area of the Site to a reasonably practicable level of cleanliness. In this regard, no loose materials shall be left lying unnecessarily, and the Site shall be cleared of waste materials regularly and on completion of any Work performed by the Service Provider/Contractor and its Employees/Participants.
- 25.2 Disinfectant, sanitization and personal hygiene protocols as stipulated in the Department's SHEQ Procedures and Standards (COVID 19) shall be implemented, monitored and adhered too at all times on the Site/Premises.

#### **26. ENVIRONMENT**

26.1 The Service Provider/Contractor shall ensure that the Work and the manner in which the Work is executed:

- 26.1.1 complies with all relevant environmental legislation; and
- 26.1.2 complies with all environmental SHEQ Procedures and Standards (Pollution, Air, Ground & Water) or Requirements adopted by the Department from time to time.
- 26.2 The Service Provider/Contractor shall provide the Department with such reports as the Department require from time to time in order to comply with the provisions of the environmental legislation, or any competent authority in matters relating to the environmental legislation.
- 26.3 In order to comply with relevant environmental legislation, the Service Provider/ Contractor shall ensure that the following precautionary measures, but not limited to, are adhered hereto:

#### 26.3.1 General environmental rules:

- 26.3.1.1 The Service Provider/Contractor must obtain clearance for bringing chemicals/herbicides onto the Premises and/or Site. For clearance, material safety data sheets must be available on Site for these chemicals/herbicides. It is essential that the Service Provider/Contractor Employees/Participants understand the hazards and safe handling precautions to be taken prior to the chemical/herbicides being used;
- 26.3.1.2 Ad-hoc dumping on any part of the Site is strictly prohibited and it is the responsibility of the Service Provider/Contractor to ensure that dumping on any part of the Site does not occur;
- 26.3.1.3 Machinery to be used at the Site must be fitted with muffling devices to reduce the likelihood of noise pollution.

#### 26.3.2. General

- 26.3.2.1 The Service Provider/Contractor undertakes to rectify any environmental degradation on the Site caused by any Work or activity, to the satisfaction of the Department and in line with the relevant environmental legislation.
- 26.3.2.2 The Service Provider/Contractor will immediately report any incident that causes or has the likelihood of causing any environmental degradation or pollution to the Department;
- 26.3.2.3 The Service Provider/Contractor indemnifies the Department for any claims that may arise from any pollution or degradation that has taken place or that

is likely to take place and that was caused by any Work, act, or omission occasioned by the Service Provider/ Contractor appointed.

#### 27. PERSONAL PROTECTIVE EQUIPMENT

- 27.1 The Service Provider/Contractor shall ensure that its Responsible Persons and the Employees/Participants are provided with, and at all relevant times wear, adequate personal protective equipment (PPE) for the work they perform at the Site, and in accordance with the requirements of Regulation 2 of the General Safety Regulations, 1986, published under Government Gazette Notice R1031 of 30 May 1986 in terms of the OHS Act as well as Department's SHEQ Procedures and Standards (PPE requirements).
- 27.2 The Service Provider/Contractor shall provide adequate and appropriate safety equipment of an approved type and quantity, as may be specified (or expected in accordance with good working practice), and shall maintain this safety equipment in a professional manner as dictated by the OHS Act and the Department's SHEQ Procedures and Standards (PPE and COVID 19 requirements). In addition, the Service Provider/Contractor shall keep up-to-date records of all said equipment. Furthermore:
  - 27.2.1 The Service Provider/Contractor shall ensure that all contract personnel under its supervision have been trained in the proper use, maintenance and limitations of safety equipment;
  - 27.2.2 The Service Provider/Contractor must ensure that there is free access, at all times, by all persons on the Site to all fire extinguishing/beaters and safety equipment;
  - 27.2.3 The Responsible Person must not require, or permit a contract employee to work unless the required safety equipment is used and in good order.
- 27.3 The Service Provider/Contractor shall supply its Contractor and sub Contractor's and Employees/Participants with adequate PPE as required in connection with the safe performance of the Work. The PPE shall be maintained in good condition, and shall be worn on all relevant occasions as indicated by notices, instructions, work permits, safety regulations and good practice (Department's SHEQ Procedures and Standards (PPE requirements):
  - 27.3.1 The PPE shall meet the minimum prescribed standards of quality as prescribed and/or approved by the South African Bureau of Standards (SANS);
  - 27.3.2 The PPE shall be replaced when it becomes ineffective through wear and tear;

- 27.3.3 The required PPE on a Site will depend on the hazards and risk identified in a Workplace Risk Assessment. Consideration must be given to the source of energy and the part of the body involved;
- 27.3.4 The PPE requirements must be included in the Service Provider/Contractor Health & Safety Plan;
- 27.3.5 The Service Provider/Contractor must keep records of all issues of PPE;
- 27.3.6 The Service Provider/Contractor must ensure that regular checks are conducted by the Contractor/supervisor on the correct use of PPE;
- 27.3.7 The Service Provider/Contractor must ensure that safety boots with steel toe or PVC moulded cap must be worn on construction Site/ Premises;
- 27.3.8 The Service Provider/Contractor must ensure that safety hats are worn in demarcated areas on the Site and in all places on the Sites where there is a possibility of head injuries;
- 27.3.9 The Service Provider/Contractor must ensure that the correct and approved Hazardous Chemical overalls, gloves, masks and respirators, are worn whenever hazardous chemical substances are handled on Site, or if there is a possibility of cutting the skin when abrasive or sharp materials are being man – handled;
- 27.3.10 The Service Provider/Contractor must ensure that the correct and approved hearing protection equipment/devices, are worn when working with machinery that generates noise above 85dB (A);
- 27.3.11 The Service Provider/Contractor must ensure that safety glasses and face shields are worn when the Work on the Site involves concussive or abrasive operation likely to cause flying debris, or when decanting or handling hazardous chemicals on the Site:
- 27.3.12 The Service Provider/Contractor must ensure that Employees/Participants are familiar with the operation and application of respiratory apparatus like dust masks for dusty areas and self contained breathing apparatus for toxic environments;
- 27.3.13 Sand blasting, grinding and disc cutting operations, should preferably be done using equipment and/or procedures that do not produce dust on the Site. In cases where this is not possible, the Service Provider/Contractor must ensure that SANS-approved respiratory equipment is worn and the area must be enclosed to contain dust generation to a minimum;

- 27.3.14 The Service Provider/Contractor must ensure that fall arrest and fall prevention equipment shall be used to secure workers involved with high altitude work or when working at elevated heights (2 meters) and where falling from such heights is not protected by any other means. Where required, the Service Provider/ Contractor must ensure that a documented fall protection plan must be in place, kept on Site and implemented; and
- 27.3.15 The Service Provider/Contractor must ensure that the wearing of loose over-clothes, sandals and/or shorts on Site/ Premises is prohibited.
- 27.3.16 In addition to the existing prescribed PPE requirements for each task, the Employees/ Participants must be issued with the following PPE with respect to COVID 19 requirements by the Service Provider/Contractor:
  - I. a face mask [3 (three) material layer washable face masks an issue of a minimum of 2 (two) masks per Employee/ Participant];
  - II. a pair of working leather gloves; and
  - III. a face shield [an issue of a minimum of 2 (two) face shields per Employee/ Participant].

### 28. TRANSPORT, PLANT, MACHINERY AND EQUIPMENT

In terms of the OHS Act, the Service Provider/Contractor is not permitted to Work with/on equipment that is unsafe or under hazardous conditions, unless Employees/Participants exposed to these hazards, are informed of such hazards and precautionary measures are in place to manage these hazards. Where the latter cannot be complied with, Employees/Participants will not be required or permitted to work in such situations:

- 28.1 The Service Provider/Contractor shall ensure that all the plant, machinery, equipment and/or vehicles it may wish to utilize on the Premises and/or Site is/are at all times of sound order and fit for the purpose for which it is intended, and that it complies with the relevant legislative requirements as well as the Department's SHEQ Procedures and Standards (Vehicles and trailers, Machine guarding, Rope Access and Fall arrest; Hand tools and equipment, Fire-fighting equipment, Storage of flammables etc.).
- 28.2 In accordance with the provisions of section 10(4) of the OHS Act, the Service Provider/
  Contractor hereby assumes the liability, for taking the necessary steps to ensure that
  any article or substance that is erected or installed at the Premises and/or Site, and
  which the Service Provider/Contractor uses at work complies with all the prescribed
  requirements and will be safe and without risks to health when properly used.
- 28.3 The Service Provider/Contractor must ensure that all equipment, vehicles, machines, instruments and tools used by the Service Provider/Contractor's Employees/

Participants on a Site/Premises are maintained in a good, safe working order and suitable for the work to be performed and all personnel handling and/or operating same as adequately and appropriately trained to do so.

- 28.4 The Service Provider/Contractor shall not allow unauthorized, untrained or unlicensed operators to operate equipment or vehicles on the Department's Premises and/or Sites;
- 28.5 No vehicle, equipment or machine will be permitted onto the Site unless:
  - 28.5.1 such vehicle is in a roadworthy condition, and in the case of equipment and machines, have been recorded in a register, inspected and approved by the Service Provider/Contractor's Responsible Person;
  - 28.5.2 the machines and equipment displays suitable identification, stating a reinspection date. The Service Provider/Contractor may be required to remove machines or equipment without valid identification from the Site;
  - 28.5.3 the Service Provider/Contractor vehicles, equipment and machinery are subject to a visual road worthy check and/ or a safety inspection by the Department's OHS Environmental Personnel or Project Manager;
  - 28.5.4 all drivers must be recorded on a register, and must hold and be able to produce a valid driver's license as well as Professional Drivers Permit, verified through ENatis; and
  - 28.5.5 the Service Provider/Contractor shall ensure that all road vehicles used on the Premises and/or Site are recorded in a register, are in a roadworthy condition, are licensed, have a Departmental authorization disk and are insured.
- 28.6 The maximum speed limit on gravel roads on the Site is 40km/h, unless otherwise indicated.
- 28.7 The warning, safety and road signs on the Site must always be obeyed.
- 28.8 Overloading of vehicles on the Site is not permitted.
- 28.9 People, tools and equipment must be transported separately.
- 28.10 Where benches are provided in vehicles, these must be secured. In the event that any hazardous substances are to be transported on the Premises and/or Site, the Service Provider/ Contractor shall ensure that the requirements of the Hazardous Chemical Agent Regulation 2021(Government Gazette Notice No 44348 of 29 March 2021) ("the Hazardous Chemical Agent Regulations"), the National Road Traffic Act, 1996 (Act No

- 93 of 1996, as well as the Department's SHEQ Procedures and Standards (Vehicles and trailers & Hazardous Chemical Agent) are complied with at all times.
- 28.11 Reckless driving or non-observance of these instructions mentioned under paragraphs 28.5 to 28. above may be cause for the withdrawal of the authorisation of the driver to operate the vehicle.
- 28.12 The occupants of vehicles, including journeys to and from the Sites, must wear seat belts where fitted to any vehicle as a local legislative requirement.
- 28.13 During excavations on the Site, the Service Provider/Contractor shall take extra care, by consulting Site drawings, extrapolating positions from the positions of above ground equipment, etc., not to damage any underground equipment.
- 28.14 If any equipment on the Site is damaged during excavations, the necessary precautions shall be taken immediately to make the situation as safe as reasonably possible, and the Department's Project Manager must be contacted immediately for advice on further action to be taken.

#### 29. EMERGENCY PREPAREDNESS AND RESPONSE

- 29.1 The Service Provider/Contractor will be responsible for the compilation, implementation and updating of the Emergency Evacuation Site Plan for their respective Site/ Premises operations in accordance with the Department's SHEQ Procedures (Emergency Preparedness and Response and COVID -19).
- 29.2 Each applicable Site/Premises, as identified should have supplement relevant emergency plans detailing:
  - 29.2.1 Major hazards;
  - 29.2.2 Evacuation routes;
  - 29.2.3 Assembly points;
  - 29.2.4 Emergency equipment; and
  - 29.2.5 Key personnel and contact details.
- 29.3 The emergency plan must be communicated as part of induction training for new Employees/Participants on Site and such plan should be visually displayed on the Site. Each Site shall, where applicable:
  - 29.3.1 make appropriate appointments;
  - 29.3.2 train personnel;
  - 29.3.3 have appropriate and adequate emergency equipment available;
  - 29.3.4 maintain emergency equipment; and

- 29.3.5 communicate and maintain up-to-date contact information of all role-players, and interested and affected parties.
- 29.4 If not already tasked to the H&S Representative/Officer appointed, the Service Provider/ Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on the Premises and/or Site as indicated by the risk assessments. Contingency plans must be developed in consultation with COVID-19 Compliance Representative.

### 30. ARRANGEMENTS FOR MONITORING AND REVIEW

- 30.1 Audits and inspections by the Department or its Agent on its behalf.
- 30.1.1 The Department on its behalf reserves the right to conduct any other OHS compliance *ad hoc* audits and inspections as it, and/or its Agent on its behalf, deem necessary in accordance with the Department's SHEQ Procedures (Non Conformity, Corrective and Preventative Action).
- 30.1.2 A representative of the Service Provider/Contractor must accompany the Department on all audits and inspections and may conduct their own audit/inspection at the same time. Each Party will, however, take responsibility for the results of his/her own audit/inspection results.
- 30.1.3 For purposes of monitoring the Service Provider/Contractor's adherence to the OHS requirements by the Department, the Department shall allow persons nominated by the Department to audit the Service Provider/ Contractor in relation to compliance with the:
  - i. ISO 14001- Environmental Management System;
  - ii. ISO 9001- Quality Management System;
  - iii. Occupational Health and Safety Act, 1993 (Act No: 85 of 1993) and its Regulations, and the ISO 45001- Occupational Health and Management System;
  - iv. Compensation for Occupational Injuries and Diseases Act, 1993 (Act No: 130 of 1993);
  - v. Department's SHEQ Procedures and Standards; and
  - vi. Annexure D (OHS Specifications).

### 30.2 Reports

30.2.1 The Service Provider/Contractor shall report all incidents as stipulated in paragraph 23 of this OHS Specifications.

30.2.2 The Service Provider/Contractor is required to provide the Department with copies of all statutory reports required in terms of the OHS Act and the Regulations together with a monthly "OHS Management Report".

#### 30.3 Review

- 30.3.1 The Service Provider/Contractor must review the Hazard Identification and Risk Assessments and Safe Work Processes/Procedures at each Operational Planning and Progress Report meeting as:
  - i. the Works develops and progresses; and
  - ii. each time changes are made to the designs, plans, work methods and processes.
- 30.3.2 The Service Provider/Contractor must provide the Department or the Department's Agent acting on its behalf, Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in paragraph 30.3.1(ii) above.

### 31. CLARIFICATION

In the event that the Service Provider/Contractor requires clarification of any of the terms or provisions of this Specifications, it should contact the appropriate and designated representative of the Department whose clarification in terms hereof must be made in writing.





THABA NCHU TRANSFER STATION,
BOTSHABELO AND THABA NCHU
BUY BACK CENTRES CONDITION
ASSESSMENT REPORT

1023/REP/001

Rev\_00



## **Prepared for:**

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## **DOCUMENT CONTROL**

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## 1 INTRODUCTION

With reference to our site visits on 04 March 2020 and further discussions with the Department of Environment, Forestry and Fisheries Representative Mr. Mashudu Gavhi. The scope of works entailed a detailed structural conditional assessment and investigation on Thaba Nchu Waste Transfer Station, Botshabelo and Thaba Nchu Solid Waste Buyback Centre.

### **Thaba Nchu Waste Transfer Station**

The complex consists of the guard house, the reception, the waste transfer facility, covered parking and the ablution facility. The waste sorting facility is double storey structure; structural steel framed building with the lower basement for waste skip. The layout of the complex is as per **Figure 1**. below.



Figure 1. Thaba Nchu Waste Transfer Station

## **Thaba Nchu Buyback Centre**

The complex consists of the Buyback Main Building (open space operation area, upstairs kitchen facility with storage, toilets and showers) and the Guard House. The layout of the complex is as per **Figure 2**. below.



Figure 2. Thaba Nchu Buyback Centre

# **Botshabelo Buyback Centre**

The complex consists of the Buyback Main Building (open space operation area, upstairs kitchen facility with storage, toilets and showers) and the Guard House. The layout of the complex is as per **Figure 3**. below.



Figure 3. Botshabelo Buyback Centre

### 2 METHODOLOGY

As no as built drawings or structural drawings were available, we relied on visual assessment and the information obtained while walking about the buildings for our investigation on the above-mentioned Structures.

In our assessment we checked for.

- Visible masonry or plaster cracks.
- Broken or stolen windows, door and roof sheeting
- Damaged toilets and showers
- Damaged wall and floor tiles

### 3 BUILDING LAYOUT

#### **Thaba Nchu Waste Transfer Station**

The building is a double storey (two level structure), Structural steel framed structure cladded with IBR sheeting with a lower ground waste skip keeping area. It has a reception area just by the entrance of the Main building, the Covered parking area with Ablution Facility and the guard house

- The layout of the facility is such that the Main building is located at the centre of the yard with covered parking to the left and the reception right at the left of the entrance to the Main Building.
   The guard house is situated far right from the rest of the buildings.
- Information pertaining to all building foundations was not available and could not be determined upon assessment on site.

## Thaba Nchu and Botshabelo Buyback Centres (Identical)

The Main building is a structural steel frame with masonry and IBR sheeting cladding. The building is divided into two components; Ground Floor: Open space Waste Recycling Floor, with store rooms, toilets and shower, First Floor: Kitchen, Dining area and store room.

• Information pertaining to all building foundations was not available and could not be determined upon assessment on site.

## 4 FINDINGS

The findings in each site are grouped into the following categories (mostly vandalism):



PHOTO 1: Vandalised Guard House



PHOTO 2: Inside of the guard house



PHOTO 3:Light structural steel for the guard house



PHOTO 4 : Reception House next to Main Transfer Station



PHOTO 5:Transfer Station with the Reception Area



PHOTO 6 :Lower end of the Transfer Station



PHOTO 7:Inside the Transfer Station



PHOTO 8: Vandalised electrical lights and cables



PHOTO 9:Paving stolen



PHOTO 10 :Remaining roof of the covered parking area



PHOTO 11:Covered Parking area and ablution facility



PHOTO 12 :Remains of the ablution facility



PHOTO 13: Washing basin (ablution facility)



PHOTO 15: Facebrick still intacked



PHOTO 14 : Ablutions remains of light steel structure roof trusses



PHOTO16: Another angle of the ablution facility

# **Thaba Nchu Buyback Centre**



PHOTO 17: Main buyback centre

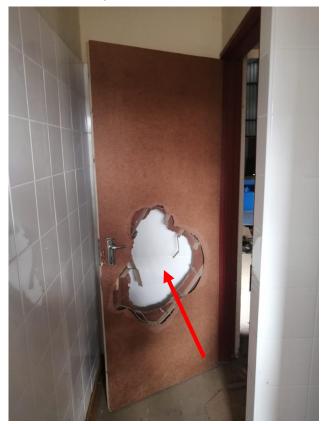


PHOTO 19: Vandalised toilet door



PHOTO 18: Main building access to first floor



PHOTO 20: Another toilets door





PHOTO 23: Shower taps and rose missing



PHOTO 22: Missing washing basin



PHOTO 24: Loose door frame



PHOTO 25: The backside of the main building



PHOTO 26: The recycling equipment still in good condition

# **Botshabelo Buyback Centre**



PHOTO 27: Vandalised guardhouse



PHOTO 28: Walls, Floor and Roof with stolen electrical plugs



PHOTO 29: Toilet of the guard house



PHOTO 30: The main building with missing roofing and side cladding



PHOTO 31: Stolen roof sheets and broken doors



PHOTO 33: Toilet walls damaged



PHOTO 32: loose corners and side cladding



PHOTO 34: Damaged Wall tiles and ceiling

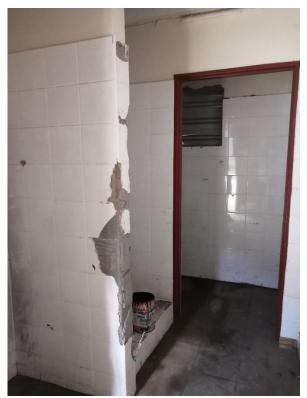


PHOTO 35: Toilet and shower floors



PHOTO 36: missing washing basin



PHOTO 37: First floor walls and floor

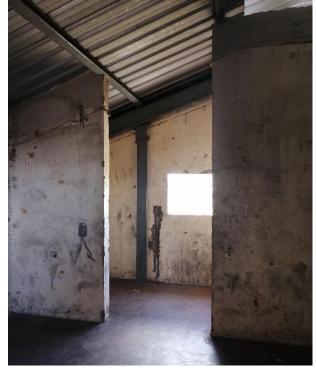


PHOTO 38: damaged wall and ceiling

## **5 RECOMMENDATIONS**

All defects highlighted above are to be repaired where possible or remaining works to be demolished and replaced with new items.

## 6 CONCLUSION

The structural integrity of the Buildings is still intact and no major structural defects were identified. The buildings need to undergo some serious refurbishments.