



Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

+	
<div style="text-align: center;">  <p>agriculture & rural development Department of Agriculture and Rural Development FREE STATE PROVINCE</p> </div>	
Department of Agriculture and Rural Development - Free State Province	
BID NO.: DARD/RFT 05/2022	
INVITATION TO CONTRACTORS FOR THE REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT GARIEP AQUACULTURE TECHNOLOGY DEMONSTRATION CENTER (ATDC), GARIEP DAM	
Issued by: Free State Department of Agriculture and Rural Development Private Bag X02 Bloemfontein 9300	Prepared by: H Grobler Private Bag X02 Bloemfontein 9300
Contact:	
Name: F Khumalo	H Grobler
Telephone: 060 977 2535	082 762 1847
Name of tenderer:	
CSD (Supplier) No.:	CRS No. (CIDB):
Total Tender price (From form of offer)	R
Compulsory clarification meeting	
Date: <u>15 November 2022</u>	Time: <u>12:00</u>
Venue: <u>Gariep ATDC Retention Dam, Gariep dam</u> Coordinates: <u>30°37'38.31"S, 25°28'8.56"E</u>	
Closing date: <u>25 November 2022</u>	Closing time: <u>11:00</u>

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

 agriculture & rural development <small>Department of Agriculture and Rural Development FREE STATE PROVINCE</small>		Department of Agriculture and Rural Development - Free State Province
		DARD/RFT 05/2022
		REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE TECHNOLOGY DEMONSTRATION CENTRE (ATDC), GARIEP DAM
Contents		
Number	Heading	Page
PART T: TENDER		4
Part T1: Tendering procedures		4
T1.1	Tender notice and invitation to tender	5
T1.2	Tender data	7
T1.2.1	Instructions to tenderers	13
Part T2: Returnable documents		29
T2.1	List of returnable documents	30
T2.2	Returnable schedules	32
PART C: CONTRACT		89
Part C1: Agreement and Contract data		89
C1.1	Form of offer and acceptance	90
C1.2	Contract data Part 1 – Data by the <i>Employer</i> Part 2 – Data by the <i>Contractor</i>	95 113
C1.3	Performance bond	115
C1.4	Occupational Health and Safety Agreement	119
Part C2: Pricing data		121
C2.1	Pricing assumptions	122
C2.2	Summary Bill of Quantities	125
C2.2.1	Bill of Quantities	126
Part C3: Scope of work		146
C3.1	Description of Works	147
C3.2	Construction	149
C3.3	Engineering	152
C3.4	Procurement	154

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM


C3.5	Management	160
C3.6	Amendments to the Standard Specifications	165
C3.7	Health and Safety Specifications	167
Part C4:	Site Information	176
C4.1	Scope	177
C4.2	Nature of ground and subsoil investigations	177
C4.3	Existing Services	177
	Drawings	178

PART T: TENDER

T1 TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

 <p>agriculture & rural developmen Department of Agriculture and Rural Development FREE STATE PROVINCE</p>	Department of Agriculture and Rural Development - Free State Province
	DARD/RFT 05/2022
	REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE TECHNOLOGY DEMONSTRATION CENTRE (ATDC), GARIEP DAM

PART T: TENDER

T1.1 Tender Notice and Invitation to Tender

The Free State Department of Agriculture and Rural Development hereby invites contractors to submit tenders for the Repair of Existing Environmental Retention Dam at the Aquaculture Technology Development Centre (ATDC) at Gariep Dam over an estimated period of five (5) months. The extent of scope entails the appointment of Civil Engineering Contractors for the construction of the environmental retention dam, downstream of the ATDC. The construction of the dam comprises of a complete earth dam embankment, approximately 50m long.

Only tenderers who are **B-BBEE LEVEL 1** compliant will be considered.

Only CIDB registered service providers with grading of **4 CE (Civil Engineering) or higher** or a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered will be considered. Service providers must have the necessary capacity, capability, experience and qualifications to undertake implementation of the works as specified for the Free State Department of Agriculture and Rural Development.

Only tenderers that meet the stipulated **minimum threshold of 100% for local production and content** in respect of the **cement and steel products and components for construction sectors** or who submit an exemption letter from Department of Trade, Industry and Competition will be considered.

Only tenderers who meet the eligibility criteria as contained in the tender data, who are tax compliant and who are not restricted from trading with the state are eligible to submit tender.

The physical address for collection of tender documents is **Department of Agriculture and Rural Development Room no. 149, Cashier's Office, ground floor, Administration Building, Gielie Joubert Street, Glen.**

Tender documents may be collected during working hours between **08h00 and 15h30 on weekdays.**

A non-refundable tender deposit of **R 342.00** payable in cash or EFT (proof of payment required) made out in favour of the Department is required on collection of bound hard copies of the tender documents (Banking details as indicated in the tender advertisement).

Queries relating to the issue of these documents may be addressed in writing to Ms F. Khumalo, e-mail **khumalof@dard.gov.za**

A compulsory clarification meeting will be held at **12:00 hrs on 15 November 2022** at Gariep ATDC retention dam, Gariep Aquaculture Technology Development Centre (ATDC), Gariep dam (coordinates at 30°37'38.31"S, 25°28'8.56"E)

The closing time for receipt of tenders is **11:00 hrs on Friday 25 November 2022.** Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

It is the responsibility of the tenderer/s to ensure that bid documents / proposals are submitted on or before closing time at the correct location as the department will not take responsibility for wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery. The Department will not accept responsibility if bids received by officials OR security personnel are not timely deposited in the Bid Box.

Tenders may only be submitted on the tender documentation in hard copy format, acquired from the department or downloaded and printed from the e-tender website.

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

FSDARD reserves the right to withdraw any invitation to tender and/or re-advertise or to reject any tender or to accept a part of it. FSDARD does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

PART T: TENDER

T1 TENDERING PROCEDURES

T1.2 Tender Data



Department of Agriculture and Rural Development - Free State Province

DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE
AQUACULTURE TECHNOLOGY DEMONSTRATION CENTRE (ATDC),
GARIEP DAM**

T1.2 Tender Data

The conditions of tender are those contained in the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender*.

SANS 10845-3 makes 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 provisions of SANS 10845-3 and as contained in the Standard for Uniformity in Construction Procurement (Notice 423 of 2019, Government Gazette No 42622 of August 2019).

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is Department of Agriculture and Rural Development: Free State Province
3.2	<p>The tender documents issued by the employer consist of the following:</p> <p>PART T: TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>T1.2.1 - Instructions to tenderers</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>PART C: CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Performance Bond</p> <p>C1.4 - Occupational Health and Safety Agreement</p> <p>C1.5 - Contract of Temporary Employment as Community Liaison Officer</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing assumptions</p> <p>C2.2 - Summary Bill of Quantities</p> <p>C2.2.1 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3.1 - Description of works</p> <p>C3.2 - Construction</p> <p>C3.3 - Engineering</p> <p>C3.4 - Procurement</p> <p>C3.5 - Management</p> <p>C3.6 - Amendments to Standard Specifications</p> <p>C3.7 - Health and Safety Specifications</p> <p>Part C4: Site information</p> <p>C4 - Site information</p> <p>Drawings</p>

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

3.4	<p>The employer's agent is:</p> <p>Name: JB Steyn (Technical)</p> <p>Tel: (058) 3034581</p> <p>E-mail: mvdadmin@imaginet.co.za</p> <p>Address: 36 A Murray Street, Bethlehem, 9701</p> <p>Enquiries during office hours 07h30 to 16h00</p>	<p>The employer's agent is:</p> <p>Name: Fikile Khumalo (SCM)</p> <p>Tel: 060 977 2535</p> <p>E-mail: khumalof@dard.gov.za</p> <p>Address: Private Bag X02, Bloemfontein, 9300</p> <p>Enquiries during office hours 07h30 to 16h00</p>
3.5	The language of communication is English.	
4.1	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <ul style="list-style-type: none"> Tenderers must be registered on the National Treasury Central Supplier Database (CSD) and provide their CSD registration number where required in this bid document. Tenderers must be registered with the South African Revenue Services (SARS) and must be in good standing with SARS. Tenderers must be B-BBEE LEVEL 1 compliant. The tenderer must be registered with the CIDB with a contractor grading of CE (Civil Engineering) four (4) or higher or a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered. Tenderers must meet the stipulated minimum threshold of 100% for local production and content in respect of the cement and steel products and components for construction sectors or submit an exemption letter from Department of Trade, Industry and Competition. Only Tenderers who attend the compulsory clarification meeting, and have Form A2 "Clarification Meeting Certificate and Proof of Attendance" signed by the Employer will be eligible to submit a tender offer. The Bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corruption Activities Act of 2004 as a person prohibited from doing business with the public sector. Joint Ventures or Consortia are eligible to submit bids provided that: <ol style="list-style-type: none"> each member of the joint venture is registered with the CIDB, the lead partner has a contractor grading designation in CE four (4) class or higher or higher or a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work (Estimate CE4). Each individual party to the Joint Venture or Consortium must be registered on the CSD. Each individual party to the Joint Venture or Consortium must be in good standing with SARS. A signed JV or consortium agreement specific to the tendered Contract and clearly showing the percentage contribution of each partner to the Joint Venture must be submitted. <p>No correction fluid used on the tender documents. Any corrections must be through a single stroke through the wrong entry and initialled by the Authorised signatory.</p>	
4.7	<p>The arrangements for a compulsory clarification meeting and a site visit are as stated in the Tender Notice and Invitation to Tender (ref: T1.1).</p> <p>No Tender will be considered unless the Tenderer attends the compulsory briefing session and site visit.</p> <p>Tenderers/their authorised representative(s) must sign the attendance register and detailed contacts in favour of the tendering entity therein. The compulsory clarification meeting certificate duly signed by the bidder or representative appointed in writing on the company letterhead to represent the bidder (where applicable appointment letter must be attached), must be attached as a returnable document. The clarification meeting certificate will be verified against the attendance register.</p> <p>If tenderers send a representative to the clarification meeting, tenderers should be represented at the compulsory clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved</p>	
4.12	No alternative tender offers will be considered. (See Instructions to tenderers par. 4.2 (i); pg. 14)	
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original.	
4.13.5	The "ORIGINAL" tender submissions are to be submitted in an envelope.	

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

	<p>Tenderers are to ensure that all pages of the bid document are completed and attached and each page initialled by the bidder.</p> <p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer envelope are:</p> <p>Location of tender box: Admin Building, Ground Floor, SCM component, Glen; which is accessible Monday to Friday.</p> <p>Physical address: Gielie Joubert Street, Glen</p> <p>Identification details: Tenderer's name and address and Tender reference number, DARD/RFT 05/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC</p> <p>Closing date: Friday; 25 November 2022</p> <p>Closing time: 11h00</p>
4.13.4	<p>The tenderer is required to submit with his tender the following certificates:</p> <p>Mandatory</p> <ol style="list-style-type: none"> 1) Tenderers must submit valid (certified) B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) (Entities other than EME's and OSE's) or a valid sworn affidavit (certified) completed in the format supplied by Department of Trade, Industry and Competition (DTIC), signed by the EME/QSE representative and attested by a commissioner of oath (EME's and QSE's) 2) Valid CIDB Certificate as required for proof of eligibility. 3) Valid Tax status PIN. 4) Exemption Letter from the threshold for Local production and Content from the DTIC where applicable. 5) Bill of Quantities (Bidders are required to complete the Bill of Quantities in accordance with C2.2). 6) Compulsory clarification meeting certificate duly signed by the bidder. The clarification meeting certificate will be verified against the attendance register. 7) Valid COIDA Certificate in compliance with the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) 8) Signed Joint Venture or Consortium agreement, where applicable. <p>Failure to submit any of the above-mentioned documents will invalidate the Bid.</p>
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
4.16	The tender offer validity period is 120 days from the closing time for submission of tenders.
4.19	Access shall be provided for inspections, tests and analysis as may be required by the employer.
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document unless another acceptable form of performance bond will be provided.
5.1	The Employer will respond to requests for clarification received up to five working days before the tender closing time.
5.2	The employer may issue addenda until three working days before tender closing time.
5.4	Tenders will be opened immediately after the closing time for tenders at 11h00 on the closing date and the names of the tenderers will be announced.
5.8	Responsive tender is one that conforms to all the terms, conditions, scope of work of the tender documents, without material deviation or qualification.
5.9	Arithmetical errors, omissions and discrepancies
5.9.1	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.
5.9.2	<p>Check the highest ranked tender or Tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 5.11 for:</p> <ol style="list-style-type: none"> 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

	<p>c) arithmetic errors in:</p> <p>i) line item totals resulting from the product of a unit rate and a quantity in Bills of Quantities or Schedules of Prices; or</p> <p>ii) the summation of the prices.</p>
5.9.3	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.
5.9.4	<p>Where the Tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <p>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.</p> <p>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 unit prices (and their rates if Bills of Quantities apply) to achieve the tendered total of the prices.</p>
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.
5.11.5	<p>The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, quality and preference)</p> <p>a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of 5.11.7 to 5.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.</p> <p>b) The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula, unless otherwise stated in the Tender Data:</p> $T_{EV} = N_{FO} + N_P + N_Q$ <p>Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7</p> <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with 5.11.8</p> <p>N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9.</p> <p>c) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>d) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>e) Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the Tenderer with the highest number of tender evaluation points and recommend the Tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.</p>
5.11.7	<p>Scoring Financial Offers</p> <p>where the score for financial offer is calculated using the following formula</p> $A = W_1(1 - \frac{(P - P_m)}{P_m})$ <p>Where P = Price of bid under consideration</p> <p>P_m = Price of lowest acceptable bid</p> <p>and W_1 equals:</p> <p>1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or</p> <p>2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000</p>

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

5.11.8	Up to 100 minus W ₁ tender evaluation points (20) will be awarded to tenderers who complete the preference schedule and who are found to be eligible for the preference claimed.																
5.11.9	<p>The quality criteria and maximum score in respect of each of the criteria are as follows which will be discussed in details later in the document:</p> <table border="1"> <thead> <tr> <th>Quality criteria</th><th>Maximum number of points</th></tr> </thead> <tbody> <tr> <td colspan="2">Quality Schedule A</td></tr> <tr> <td>1.1 Company Experience</td><td>20</td></tr> <tr> <td>1.2 Management and Key staff</td><td>30</td></tr> <tr> <td>1.3 List of Plant Equipment</td><td>20</td></tr> <tr> <td>1.4 Financial Means</td><td>30</td></tr> <tr> <td>Sub-total points (Quality Schedule A)</td><td>100</td></tr> <tr> <td>Minimum score required</td><td>70</td></tr> </tbody> </table>	Quality criteria	Maximum number of points	Quality Schedule A		1.1 Company Experience	20	1.2 Management and Key staff	30	1.3 List of Plant Equipment	20	1.4 Financial Means	30	Sub-total points (Quality Schedule A)	100	Minimum score required	70
Quality criteria	Maximum number of points																
Quality Schedule A																	
1.1 Company Experience	20																
1.2 Management and Key staff	30																
1.3 List of Plant Equipment	20																
1.4 Financial Means	30																
Sub-total points (Quality Schedule A)	100																
Minimum score required	70																
5.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database; c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer (COIDA) h) the tenderer submits a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document; 																
5.17	The number of paper copies of the signed contract to be provided by the employer is one (1).																
	<p>The additional conditions of tender are:</p> <ul style="list-style-type: none"> ○ Notwithstanding the requirement of clause 5.11, only one contract will be entered into. ○ The employer reserves the right to call tenderers to an interview as part of the evaluation process. 																

PART T: TENDER

T1 TENDERING PROCEDURES

T1.2.1 Instructions to Tenderers

T1.2.1 Instructions to tenderers

1. LOCAL PRODUCTION AND CONTENT

- 1.1 Regulation 8 of the Preferential Procurement Regulations 2017 provides for the designation of sectors in line with national development and industrial policies for local production.
- 1.2 To this end, the Department of Trade, Industry and Competition (DTIC) has designated and determined the stipulated minimum threshold for the Cement and Steel products and Components for construction sectors for local content and production.
- 1.3 To give effect to the above requirement the Cement and Steel products and Components for construction sectors has been designated for local production and content with a threshold of 100%. Only locally produced or locally manufactured Cement or Steel products and Components for construction with a local content of 100% will therefore be considered. If the raw material or input to be used for a specific item is not available locally, tenderers should obtain written exemption from the DTIC should there be a need to import such raw material or input.
- 1.4 A copy of the exemption letter must be submitted together with the bid document at the closing date and time of the bid. For further information, tenderers may contact the Primary Minerals Processing and Construction Sector Desk within the DTIC at telephone 012 394 5318/1792 or email localcontent@thedti.gov.za:

Any enquiries in respect of Local Production and Content and all documents to be submitted must be directed as follows:

The Department of Trade, Industry and Competition
Private Bag X84
Pretoria
0001

- 1.5 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content. The technical specification and the Guidance on the calculation of local content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all tenderers on the DTIC's website http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.
- 1.6 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula:

$$LC = (1 - X/Y) * 100$$

Where
X is the imported content in Rand
Y is the bid price in Rand excluding value added tax (VAT)
- 1.7 Prices referred to in the determination of X must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid.
- 1.8 The Declaration Certificate for Local Production and Content (SBD 6.2) together with the

Annex C (Local Content Declaration: Summary Schedule) must be completed, signed and submitted with the bidding documents at the closing date and time of the bid. The rates of exchange used by the bidder in paragraph 3.1 of the Declaration Certificate will be verified for accuracy against the requirements of paragraph 1.7 above.

- 1.9 A bid may be disqualified if the above-mentioned Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation, and the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.
- 1.10 A contract awarded in relation to a designated sector, may not be sub-contracted in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

2. Remuneration

The appointed service providers must be compliant through the duration of the project in terms of tax status and banking details. Subject to the above, appointed service providers will be remunerated based on work completed, as verified by the employer's delegated project manager and priced according to the bill of quantities.

3. Service level agreement

Prior to the commencement of any task order, the service provider shall enter into a service level agreement with the employer, or any other approved governmental construction contract e.g. GCC or JBCC or a combination thereof.

4. DECLARATION

- 4.1 Where a Shareholder/Member/Individual/Director who is in the employ of the State has an interest in any other company that is participating in this bid, they must disclose taking into consideration the provisions of SBD4 and failure to do so will result in disqualification.
- 4.2 List of Shareholding/membership/directorship by Name of business, Position occupied and percentage of shareholding in the business

NAME OF BUSINESS	POSITION OCCUPIED IN THE BUSINESS	% OF SHAREHOLDING IN THE BUSINESS	INDICATE BY TICKING X NEXT TO THE BUSINESS YOU ARE REPRESENTING IN THIS BID.

- Shareholder/Member/Individual/Director will not be allowed to represent/bid for more than 1 (one) business, where a Shareholder/Member/Individual/Director has an interest in any other company that is participating in this bid, he/she must disclose, failure to do so will result in DARD:FS considering one offer. The Shareholder/Member/Individual/Director must then indicate which business is represented in this bid.
- Failure to comply with the above will disqualify your bid.

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

5. COMPILATION OF DOCUMENTS

- All pages of the bid document must be fully completed and each page initialled by the bidder.
- The completed document should be neatly binded.

5.1 Kindly take note of the returnable documents as listed.

6. EVALUATION PROCESS**6.1 The evaluation process comprises the following phases:**

Phase I	Phase II	Phase III	Phase V	Phase VI	Phase VII	Phase VIII
Administrative compliance	Pre-qualification criteria for preferential procurement	Functionality requirements	Price and B-BBEE (Price include Total Cost of Ownership (TCO))	Negotiations	Recommendation and Awarding	Signing of letters of acceptance and contracts
<p>Compliance With Mandatory Bid Requirements as well as the requirements as listed in the List of returnable documents and Eligibility criteria in the Tender data.</p> <p>Mandatory</p> <ul style="list-style-type: none"> Tenderers must submit valid (certified) B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) (Entities other than EME's and QSE's) or a valid sworn affidavit (certified) completed in the format supplied by Department of Trade, Industry and Competition (DTIC), signed by the EME/QSE representative and attested by a commissioner of oath (EME's and QSE's) Valid CIDB Certificate as required for proof of eligibility. Valid Tax status PIN. Exemption letter from the threshold for Local production and Content from 	<p>Bids Will Be Assessed If they meet the determined Pre-Qualification Criteria</p> <ul style="list-style-type: none"> B-BBEE level of contribution (Level 1) Grading of CIDB registered Service providers 4 CE (Civil Engineering) or higher or a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered. Local production and Content minimum threshold of 100% in respect of cement and Steel products and Component s for construction or exemption letter from DTIC for use of imported material. 	Bids will be assessed to verify tenderers capability and ability to execute the contract.	Bids evaluated in terms of the 80/20 preference system	Bids will be negotiated for base best offers, terms and conditions and a balanced priced bill of quantities	Recommendation and appointment of bidder	Service Providers will be requested to sign contracts and other important documents for the contract

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

the DTIC where applicable. • Bill of Quantities (Bidders are required to complete the Bill of Quantities in accordance with C2.2). • Compulsory clarification meeting certificate duly signed by the bidder. The clarification meeting certificate will be verified against the attendance register. • Valid COIDA Certificate in compliance with the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) • Signed Joint Venture or Consortium agreement, where applicable.						
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6.2 PHASE I: Administrative compliance

MANDATORY REQUIREMENTS

During this phase Tenderers' response will be evaluated based on the mandatory requirements indicated hereunder as well as the requirements as set out in the List of Returnable Schedules and Eligibility criteria indicated in the tender data. This phase is not scored and Tenderers who do not submit acceptable tenders by failing to comply with all the mandatory criteria and conditions will be disqualified.

Documentation to demonstrate eligibility to have tenders evaluated

- Tenderers must submit valid (certified) B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) (Entities other than EME's and OSE's) or a valid sworn affidavit (certified) completed in the format supplied by Department of Trade, Industry and Competition (DTIC), signed by the EME/QSE representative and attested by a commissioner of oath (EME's and QSE's)
- Valid CIDB Certificate as required for proof of eligibility.
- Valid Tax status PIN.
- Exemption letter from the threshold for Local production and Content from the DTIC where applicable.

- Bill of Quantities (Bidders are required to complete the Bill of Quantities in accordance with C2.2).
- Compulsory clarification meeting certificate duly signed by the bidder. The clarification meeting certificate will be verified against the attendance register.
- Valid COIDA Certificate in compliance with the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993)
- Signed Joint Venture or Consortium agreement, where applicable.

***A tender that fails to meet the administrative requirements as stipulated above is an unacceptable tender.**

6.2.1 Registration on Central Supplier Database (CSD)

The Tenderers must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database are updated and valid.

Complete your registered CSD vendor number on SBD1.

6.2.2 Valid Tax Compliance Status pin

Tenderers must ensure that their tax information on Central Supplier Database (CSD) is in good standing and submit a valid Tax compliance status pin.

Bidder(s) must be compliant when submitting a proposal to the Free State Provincial Government and remain compliant for the entire contract terms with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No.58 of 1962) and Value Added Tax Act 1991 (Act No.89 of 1991).

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

The Tax Compliance status requirements are also applicable to foreign tenderers/individuals who wish to submit bids.

It is a requirement that tenderers grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

Where Consortia/Joint Ventures/Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

6.2.3 Responsive Bids

Tenderers must ensure their bids are responsive by completing and signing, where applicable, all relevant bid documents and complying with specifications and Special Conditions of Contract of the bid. Non-compliance with this condition will invalidate the bid for such services offered.

6.3 Phase II: The Pre-Qualification criteria

6.3.1 **The Pre-Qualification criteria** set for **B-BBEE level** is according to Regulation 4(1) (a) of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017:

- (i) Only tenderers having B-BBEE status level of **contributor 1** may respond to this bid

***A tender that fails to meet the pre-qualifying criteria stipulated above is an unacceptable tender.**

6.3.2 **The Pre-Qualification criteria** set for **CIDB registration and grading** is according to Regulation 25(1) and 25(3) (a) of the Construction Industry Development Board Act, 2000 (Act. 38 of 2000): Construction Industry Development Regulations, 2004 (as amended).

- (i) **Only CIDB registered service providers** with grading of **4 CE (Civil Engineering) and higher** or a contractor **grading designation equal to or higher** than a contractor grading designation determined in accordance with the **sum tendered** will be considered.

***A tender that fails to meet the pre-qualifying criteria stipulated above is an unacceptable tender.**

6.3.3 **The criteria for local production and content** is according to Regulation 8 (2) of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017;

- (i) Only tenderers that meet the stipulated **minimum threshold of 100%** for local production and content in respect of **cement and steel products and components for construction** will be considered or an exemption **letter from the DTIC** must be attached to the tender document.

***A tender that fails to meet the criteria for local production and content as stipulated above is an unacceptable tender.**

6.4 Phase III: Functionality Evaluation as per the Terms of Reference

The evaluation of tenders for functionality is according to Regulation 5 of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017;

Functionality will be evaluated on the basis of the responses on the Functionality Criteria and supporting documentation supplied by the Tenderers as follows:

In order to facilitate a transparent selection process that allows equal opportunity to all services providers, the Department will adhere to accepted procurement processes:

Minimum Requirements

Minimum requirements will be based on the evaluation criteria linked to functionality only, as mentioned in the tender document. They will not be limited to but include the following:

- **Number of successfully completed projects:** Name of institution/s for whom the bidder has undertaken similar work/projects within the past three (3) years. In addition, the bidder is required to specify the nature and value of all work done including contact details, reference letters and completion certificates.
- **Capacity and resources:** The extent of available technical personnel (as listed) a bidder has at any point in time to assist with this field of expertise must be stated.

The following table will demonstrate the criteria to be used for allocation of points for functionality as outlined above.

FUNCTIONALITY:

CRITERIA	GUIDELINE FOR EVALUATION CRITERIA APPLICATION	MEANS OF VERIFICATION	POINTS	
1 Company Experience	Number of similar projects completed in the past three (3) years.	Specify when, where, and for which institutions the projects were undertaken within the last three (3) years. Provide proof (certified copies) of <u>contractual agreements</u> or <u>appointment letters</u> and <u>completion certificates</u> which must include the following information: <ul style="list-style-type: none"> • contactable reference • date of appointment Value of work/project must be a minimum of CIDB grading for which you are tendering.		20
	0 Similar projects		0	
	1 Similar projects		10	
	2 Similar projects		15	
	3 Similar projects		18	
	>=4 Similar projects		20	
2 Management and Key Staff	Experience of four (4) key technical staff in the full-time employ of the company as listed.	Provide short CVs with copy of ID, qualifications and appointment letter. General experience (total duration of work activity), level of education and training, registration(s) with professional bodies and positions held. Copies of original certificates subject to verification.		30
2.1 Contracts Manager (BSc,B-Tech,N-Dip)	>=10 years of experience		10	
	5 – 9 years of experience		7	
	1 – 4 years of experience		3	
	0 years of experience		0	
2.2 Site Agent (N-Dip:Civil Engineering)	>=10 years of experience		10	
	5 – 9 years of experience		7	
	1 – 4 years of experience		3	
	0 years of experience		0	
2.3 Foreman (N6 Civil Engineering, or experience)	>=10 years of experience		5	
	5 – 9 years of experience		4	
	1 – 4 years of experience		2	
	0 years of experience		0	
2.4 OHS Officer	>=10 years of experience		5	
	5 – 9 years of experience		4	
	1 – 4 years of experience		2	
	0 years of experience		0	

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

3	List of Plant Equipment		Regulation papers of owned plant (NATIS) License disc or letter from accredited plant hiring firm must be attached showing relevant plant applicable or intended to be used on the Project. The contractor will score maximum points if the four basic plant and equipment are owned by the contractor and half of the points will be allocated if the contractor will be hiring the plant.		20
		Grader owned		5	
		Grader hired		2.5	
		Water tanker owned		5	
		Water tanker hired		2.5	
		Loader / TLB owned		5	
		Loader / TLB hired		2.5	
		Tipper truck owned		5	
		Tipper truck hired		2.5	
		None		0	
4	Financial Capacity	Performance guarantee letter of commitment available and minimum 5% capital available & Bank rating	The Contractor is required to provide adequate proof: • That the required Performance Guarantee can be obtained (letter of commitment from a reputable financial institution) • That sufficient working capital is available to commence with and implement this project (letter of verification from the bidder's bank that working capital to the value of at least 5% of the value of the bid is readily available on demand for the period of at least two (2) months) • A "D" bank code/rating or better has been confirmed by a reputable financial institution based on the tenderer's bank details submitted with the bid		30
		Bank rating C or better		30	
		Bank rating D or better		20	
		Bank rating Less than D		10	
		No proof or less than 5% capital or no letter of commitment		0	
TOTAL				100	

**A bidder who scored less than 70 on the total functionality points will automatically be disqualified

Table A: Requirements for CVs

The experience of the personnel who will be responsible for the execution of the project will be evaluated in relation to the scope of work from three different points of view:

- 1) General experience (total duration of work activity), level of education and training and positions held.
- 2) The education, training, skills and experience and knowledge of issues which are pertinent to the scope of work.
- 3) The staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques.

A CV of the person of approximately 3 pages should be attached to this schedule.

Each CV should be structured under the following headings:

- 1 Personal particulars
 - name
 - date and place of birth
 - place(s) of tertiary education and dates associated therewith
 - professional awards
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) (Attach copies of each)
- 3 Name of current employer and position in enterprise
- 4 Overview of work experience (year, organization and position)
- 5 Outline of recent assignments / experience that has a bearing on the scope of work

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

- 6.4.1 Bids will be evaluated in terms of the new **Preferential Procurement Regulation, 2017** and the bid evaluation criteria stipulated in this section.
- 6.4.2 Tenderers must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated in the Terms of Reference. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- 6.4.3 The score for functionality will be determined by the Bid Evaluation Committee (BEC) whereby each member will rate each individual criterion or it may be decided to rate tenderers collectively by allocating the specified points indicated.
- 6.4.4 Functionality scores per criterion will be added. Only Tenderers that have met or exceeded the minimum threshold of **70 Points** for functionality will be evaluated and scored in terms of the pricing and socio-economic goals as indicated in the terms of reference.
- 6.4.5 Any proposal/bid not meeting the minimum score of **70 Points** on the technical/functionality evaluation will be disqualified and not be evaluated beyond functionality

6.5 PHASE IV: PRICE AND B-BBEE

- 6.5.1 Bids will be evaluated in terms of the new Preferential Procurement Regulation, 2017:

The following formula will be used to calculate the points for price:

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

- 6.5.2 A maximum of 20 points may be allocated to a Bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 6.5.3 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or a certified copy thereof or a valid sworn affidavit (DTIC format) signed by the EME/QSE representative and attested by a commissioner of oath.
- 6.5.4 Bidders must ensure that the B-BBEE status level verification certificates submitted are issued by the following agencies:
- (i) Tenderers other than EME/QSEs: Verification agencies accredited by SANAS, or
 - (ii) Tenderers who qualify as EME/QSEs: Sworn affidavit signed by the EME/QSE representative and attested by a Commissioner of oaths.
- 6.5.5 Verification agencies accredited by SANAS are identifiable by a SANAS logo and a unique BVA number.

Certificates issued by IRBA and Accounting Officers have been discontinued and will not be considered.

- 6.5.6 Only Bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or valid sworn affidavit signed by the EME/QSE representative and attested by a Commissioner of oath will be considered for preference points.
- 6.5.7 Failure on the part of the Bidder to comply with paragraphs 6.5.3 and 6.5.6 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
- 6.5.8 The State may, before a bid is adjudicated or at any time, require a Bidder to substantiate claims it has made with regard to preference.
- 6.5.9 The points scored will be rounded off to the nearest 2 decimals.
- 6.5.10 In the event that two or more bids have scored equal total points, the contract will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 6.5.11 However, when functionality is part of the evaluation process and two or more Bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the Bidder scoring the highest for functionality.
- 6.5.12 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- 6.5.13 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

OVERALL CRITERIA

CRITERIA	MAXIMUM POINTS
Price	80
B-BBEE Status Level of Contribution.	20
Grand Total	100

6.6 PHASE V: NEGOTIATED PRICE

- 6.6.1 The department reserves the right to negotiate prices with shortlisted tenderers in order to arrive at a balanced bill of quantities.

6.7 PHASE VI: RECOMMENDATION AND APPOINTMENT

- 6.7.1 Adjudication of the Bids

- 6.7.2 The Bid Adjudication Committee will consider the recommendations of the Bid Evaluation Committee and make a recommendation to the HOD: DARD FS for appointment of a service provider.

6.8 PHASE VII: AWARD OF CONTRACT

- 6.8.1 The outcome of the bid will be published in the Provincial Tender Bulletin, e-Tender Portal and other media in which the bid was advertised and due to the cost and other implications, names of successful tenderers will only be availed on request.

7. VERIFICATION OF TENDERERS

- 7.1 At any time after the award and during the execution of the contract, the status of the supplier may be verified. Should a default be detected, the procedure for the restriction of the supplier as stated in SCM Practice Note No. 5/2006 will be followed.

8. JOINT VENTURE AGREEMENTS

- 8.1 Where an entity forms a Joint Venture or a Consortium with another entity and/or other entities, such parties must express in the bid proposal and a JV agreement should be submitted together with the bid. In the JV agreement the banking details which the payment should be made must be specified and should remain the same for the duration of the contract. Authorised signatories of documents, invoices and reports should be appointed in the JV agreement.
- 8.2 In terms of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- 8.3 Each party to a Joint Venture/ Consortium must submit an original valid Tax Compliance Pin together with the bid before the closing date and time of bid.
- 8.4 Each individual member of the joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

9. CONFIDENTIALITY

- 9.1 Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to any bidder who submitted the proposals or to other persons not officially concerned with the process, until the successful bidder has been notified of the outcome of the bid.
- 9.2 No material or information derived from the procurement and provision of the services under the contract may be used for any purposes other than those of Free State Provincial Government, except where authorized in writing to do so.

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

- 9.3 DARD: FS agrees to keep the details of the bidder's proposal strictly confidential, including but not limited to any financial information provided, and will not disclose the content thereof to any third party, except as required by law.

10. INSURANCE

- 10.1 Be aware that the extent of insurance to be provided to 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.

11. AGREEMENTS

- 11.1 The Service Provider(s) will be expected to sign a Service Level Agreement with DARD: FS. The Service Level Agreement or any other applicable construction contract will be subject to the bid documents, including the General Conditions of Contract (GCC), Scope of Work and Contract data as well as clauses related to other construction related contracts such as the GCC for Construction work, JBCC, etc.
- 11.2 Should funds no longer be available to pay for the execution of the responsibilities of Bid DARD/RFT 05/2022, the Department may terminate the Agreement in its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

12. SETTLEMENT OF DISPUTES

- 12.1 Notwithstanding clause 27 of the GCC, mediation proceedings will not be applicable to this contract.

13. OFFICIALS PROHIBITED FROM SUBMITTING BIDS

- 13.1 In accordance with Treasury Instruction Note 17 of 2012, an employee of the Free State Provincial Government or a provincial public entity may not have a business interest in any entity conducting business with the Provincial Government.
- 13.2 The Provincial Government may not award any tender or enter into any contract with an employee of the Free State Provincial Government or a provincial public entity contrary to Treasury Instruction Note 17 of 2012.
- 13.3 All bids received contrary to Treasury Instruction Note 17 of 2012 shall be disqualified.
- 13.4 For the definition of "business interest", "employee" and "entity", refer to par. 5 of Treasury Instruction Note 17 of 2012.

14. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

- 14.1 The validity (binding) period for the bid will be 120 days from close of bid. However, circumstances may arise whereby the department may request tenderers to extend the validity (binding) period. Should this occur, the department will request tenderers to extend the validity (binding) period under the same terms and conditions as originally offered for by tenderers. This request will be done before the expiry of the original validity (binding) period.

15. PERIOD OF CONTRACT

- 15.1 The contract will be running for a period of five (5) months after appointment.

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

16. ACCEPTANCE OF THE TENDER PROCEDURES AND CONDITIONS OF CONTRACT

16.1 Failure to accept the Tender Procedures as indicated in the Tender data and Instructions to Tenderers and the Conditions of Contract or any part thereof, may result in the bid not being considered. Tenderers may not amend any of the Tender Procedures or include their own conditions, as such amendments or inclusions will result in disqualification of the bid.

16.2 The Bidder must complete the Following

I _____ in my capacity as _____ of the
Company, hereby certifies that I take note and accept the above-mentioned Tender Procedures.

SIGNATURE

CAPACITY

Contact person of company: _____

Tel. of company: (____)_____

PART T: TENDER

T2 RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T.2.1 List of returnable documents

T2.1.1. General

The Tender Document must be submitted as a whole. All schedules and forms must be properly completed as instructed, and the document shall not be altered in any way whatsoever. Tenderers are required to complete each and every schedule and form listed below to the best of their ability, as the evaluation of tenders and the eventual contract will be based on the information provided by the Bidder. **Failure of a Bidder to complete the Schedules to the satisfaction of the Employer and submit the Returnable Documents required will result in the bid being held to be non-responsive.** However, the Employer may apply the discretion to allow tenderers to complete and/or sign returnable schedules not completed and/or signed in the first instance or to submit returnable documents not submitted in the first instance, where they are purely of an administrative nature and do not pertain to the substance of the bid such as to affect the competitive position of tenderers, by giving one or more tenderers a second and unfair opportunity to augment the quality (substantive) aspects of their bid.

T2.1.2. List of Returnable Documents and Schedules

Schedule	Description	Weight (Mandatory / Optional)	Page
Company Authority Documents & Resolutions			
A1	Certificate of Authority for Signatory	Mandatory	33
A2	Certificate of attendance at the compulsory bid clarification meeting and site visit	Mandatory	35
A3	Certificate of Authority for Joint Ventures / Consortia	Mandatory where applicable	36
A4	Annexure D: Compulsory Declaration (Issued in terms of the Standard for Infrastructure Procurement and Delivery Management, 2015)	Mandatory	38
A5	Bidder's bank account details and financial references	Mandatory	43
A6	Form concerning the fulfilment of the Construction Regulations, 2014	Mandatory	45
A7	Present Contractual Commitments.	Mandatory	48
A8	Annexure C: Preferencing schedule: Broad Based Black Economic Empowerment Status (Issued in terms of the Standard for Infrastructure Procurement and Delivery Management, 2015)	Mandatory	49
A9	Schedule of Sub-Contractors	Mandatory	52
Standard Bidding Documents (SBD)			
SBD 1	Invitation to bid	Mandatory	53
SBD 4	Bidder's disclosure	Mandatory	56
SBD 6.1	Preference points claim form in terms of the preferential procurement regulations 2017.	Mandatory	59
SBD 6.2	Declaration certificate for local production and content for designated sectors.	Mandatory	65
Returnable Documents for Compliance Assessment			
B1	Valid (certified) of B-BBEE verification certificate OR a valid sworn affidavit (certified).	Mandatory	72
B2	Valid Certificate of CIDB Registration of Contractor.	Mandatory	73
B3	Valid Tax status PIN	Mandatory	74
B4	Valid COIDA Certificate in compliance with the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993)	Mandatory	75
B5	Exemption letter from the threshold for Local production and Content from the DTIC where in non-compliance with the threshold of 100% local production and content.	Mandatory where applicable	76
B6	Proof of registration on National Treasury Central Supplier Database	Optional	77
Returnable documents for Functionality Assessment			
B7	Bidder's past experience in delivering similar construction contracts of similar scale.	Non submission will negatively influence Functionality Score	78
B8	Short CV's, ID's, qualifications and appointment letters for key technical staff.	Non submission will negatively influence Functionality Score	80
B9	Schedule of construction equipment.	Non submission will negatively influence Functionality Score	81

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

B10	Performance guarantee	Non submission will negatively influence Functionality Score	83
Returnable Documents pertaining to the Contract			
B11	Annexure A: Record of Addenda to Tender Documents (Issued in terms of the Standard for Infrastructure Procurement and Delivery Management, 2015)	Mandatory	84
B12	Annexure B: Proposed amendments and qualifications (Issued in terms of the Standard for Infrastructure Procurement and Delivery Management, 2015)	Mandatory	85
B13	Day Works Schedule	Mandatory	86
B14	Joint Venture Agreement (if applicable)	Mandatory	88
C1.1	Form of Offer and Acceptance	Mandatory	90
C1.2	Contract Data Employer data Contractor data	Mandatory	95 113
C1.3	Performance bond	Mandatory	115
C1.4	Occupational Health and Safety agreement	Mandatory	119
C2.1	Pricing Instructions	Mandatory	122
C2.2	Summary Bill of Quantities	Mandatory	125
C2.2.1	Bill of Quantities	Mandatory	126
C3.4	Procurement: guidelines for subcontracting and labour enhancement.	Mandatory	154
C3.6	Amendments to the Standard Specifications	Mandatory	165

FAILURE TO COMPLETE AND/OR SUBMIT ANY OF THE ABOVE-MENTIONED DOCUMENTS AND SCHEDULES MAY RENDER THE TENDER UNRESPONSIVE.

PART T: TENDER

T2 RETURNABLE DOCUMENTS

T2.2 Returnable Schedules

NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / FORMS IN BLACK TYPE OR INK

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM

A1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

The Tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

(I) SOLE PROPRIETOR	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) COMPANY	(V) JOINT VENTURE / CONSORTIUM	
				Incorporated	
				Unincorporated	

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

Cooperative:	'Resolution of the Members'
Close Corporation:	'Resolution of the Members'
Company:	'Resolution of the Board' signed by the chairperson
Partnership	'Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises
Joint Venture / Consortium:	'Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE
TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

MEMBERS RESOLUTION

Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader Name:

..... Registration

Number:..... RESOLUTION OF THE
DIRECTORS OF THE COMPANY etc RESOLVED that

....., in his/her capacity as

....., is authorised to make applications on behalf of the
Close Corporation / Company / Partnership / Trust / Sole proprietor or Sole trader for any documentation
relating to the business (which is not necessarily a change of ownership).

Signature(s) for Close Corporation / Company / Partnership / Trust/ Sole proprietor or sole trader. (*Sole
member still must sign this resolution*)

Signature of members:		
Name	Signature	Date
1. ....	.....	.....
2. ....	.....	.....
3. ....	.....	.....
4. ....	.....	.....
5. ....	.....	.....
6. ....	.....	.....

Specimen signature of the signatory:

**Failure to complete, sign and date the relevant certificate(s) and provide the certificate(s)
in the form of a resolution as described above shall result in the tender being considered
non-responsive and rejected in terms of clause 5.8 of the Conditions of Tender.**

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE
TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

A2. CERTIFICATE OF ATTENDANCE AT BID CLARIFICATION MEETING

This is to Certify that I/We* _____
of (Tenderer) _____
of (address) _____

Telephone number _____ Mobile number _____
E-mail _____
on (date) 15 November 2022

have attended the clarification meeting for which I/we* am/are* submitting this Tender and have, so far as is practicable, familiarised myself/ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my/our* tender.

****Delete whichever is not applicable***

SIGNED BY/ON BEHALF OF BIDDER:

	NAME		SIGNATURE	

SIGNED ON BEHALF OF THE EMPLOYER:

	NAME		SIGNATURE	

* ***The clarification meeting certificate will be verified against the attendance register.***

Initial: _____

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE
TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

A3: ANNEXURE F: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES OR CONSORTIUMS

This Returnable Schedule is to be completed by joint ventures or consortiums.

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

NAME OF FIRM	ADDRESS	DULY SIGNATORY	AUTHORISED
Lead partner _____ _____ CIDB Registration No. _____ CSD Supplier No. _____ _____		Signature Name Designation	
_____ _____ CIDB Registration No. _____ CSD Supplier No. _____ _____		Signature Name Designation	
_____ _____ CIDB Registration No. _____ CSD Supplier No. _____ _____		Signature Name Designation	

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

<div><div></div><div></div><div>CIDB Registration No.</div><div></div><div>CSD Supplier No.</div><div></div></div>		<div>Signature</div> <div>Name</div> <div>Designation</div>
<div><div></div><div></div><div>CIDB Registration No.</div><div></div><div>CSD Supplier No.</div><div></div></div>		<div>Signature</div> <div>Name</div> <div>Designation</div>

Initial: _____

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE
TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

A4 ANNEXURE D: COMPULSORY DECLARATION

The following particulars must be furnished. In the case of a joint venture, separate declaration in respect of each partner must be completed and submitted.	
Section 1: Enterprise Details	
Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	
Section 2: Particulars of companies and close corporations	
Company / Close Corporation registration number	
Section 3: SARS Information	
Tax reference number	
VAT registration number:	<i>State Not Registered if not registered for VAT</i>
Section 4: CIDB registration number	
CIDB Registration number (if applicable)	
Section 5: National Treasury Central Supplier Database	
Supplier number	
Unique registration reference number	

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|--|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed _____

Date _____

Name _____

Position _____

Enterprise name _____

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

Initial: _____

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE
TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

A5 BIDDER'S BANK ACCOUNT DETAILS AND FINANCIAL REFERENCES

Notes to Bidder:

1. The Bidder shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the Bidder's offer unresponsive.
2. The Bidder's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

The tenderer shall provide the following information:

(i)	Name of Account Holder:	
(ii)	Account Number:	
(iii)	Bank Name:	
(iv)	Branch Number:	
(v)	Bank and Branch Contact Details:	

SIGNED BY/ON BEHALF OF BIDDER:

	NAME		SIGNATURE	

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

LETTER FROM THE BANK ATTACHED IMMEDIATELY AFTER THIS PAGE.

Initial: _____

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE
TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

A6 FORM CONCERNING THE FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of regulation 5(1)(g) and 5(1)(h) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

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

YES	
NO	

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

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

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

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

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

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

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

YES	
NO	

SIGNED BY/ON BEHALF OF BIDDER:

	NAME		SIGNATURE	

Initial: _____

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

CV'S OF KEY PERSONS, COMPETENT IN TERMS OF THE CONSTRUCTION REGULATIONS, 2014, WHO WILL FORM PART OF THE TEAM AS SPECIFIED IN THE CONSTRUCTION REGULATIONS, 2014 ATTACHED IMMEDIATELY AFTER THIS PAGE.

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE TECHNOLOGY DEMONSTRATION CENTRE
(ATDC) GARIEP DAM**

A7 PRESENT CONTRACTUAL COMMITMENTS

Client	Contact Details*	Nature of Works	Value of Works	Duration of contract	Start Date	End date	Progress to date

Signature of Tenderer: _____

Date : _____

* State contact person and telephone number

Please attach detailed present commitments if commitments exceed five projects, provide the information on a separate page

Initial: _____

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM

A8 Annexure C: Preferencing schedule: Broad Based Black Economic Empowerment Status

NB: A8 and SBD6.1 must be completed. Where A8 is in conflict with SBD6.1, SBD6.1 prevail.

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that *“Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy.”*

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is a :

- a) a registered auditor's certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity's last financial year or a 12 month period which overlaps with its current financial year; or a certificate issued by a verification agency and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit - B-BBEE Exempted Micro Enterprise (see www.thedti.gov.za/gazettes/Affidavit_EME.pdf)

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

- a) an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit – B-BBEE Qualifying Small Enterprise (see www.thedti.gov.za/gazettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf)

3 Tender preferences claimed

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

The scoring shall be as follows:

B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment	% max points for preference
Form not completed or no-complaint contributor	0
Level 8 contributor	10
Level 7 contributor	20
Level 6 contributor	30
Level 5 contributor	40
Level 4 contributor	50
Level 3 contributor	80
Level 2 or contributor	90
Level 1 contributor	100

4 Declaration

The tenderer declares that

a) the tendering entity is a level _____ contributor as stated in the submitted evidence of qualification as at the closing date for submissions

b) the tendering entity has been measured in terms of the following code (*tick applicable box*)

☐ Generic code of good practice

☐ Other – specify

c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature :

Name :

Duly authorised to sign on behalf of :

Telephone :

Fax: Date :

Name of witness Signature of witness

Note: 1) Failure to complete the declaration will lead to the rejection of a claim for a preference

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

- | |
|---|
| 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference |
| |

Initial: _____

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE
TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

A9 Schedule of Sub-Contractors

We notify you that it is our intention to employ the following Sub-Contractors for work (excluding work covered by provisional sums and contingencies) in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed Sub-Contractors. Should any of the Sub-Contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this contract and the tendered unit rates for the various items of work shall remain final and binding.

SUB-CONTRACTORS		
SUB-CONTRACTOR'S NAME	WORK ACTIVITIES TO BE UNDERTAKEN BY THE SUB-CONTRACTOR	ESTIMATED VALUE OF WORK (RAND)

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

SIGNED BY/ON BEHALF OF BIDDER:

	NAME		SIGNATURE	

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM

SBD1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DARD/RFT 05/2022	CLOSING DATE:	Friday 25 November 2022	CLOSING TIME:	11:00
DESCRIPTION	DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Postal Address:	Free State Department of Agriculture	Or	Street Address:	Free State Department of Agriculture	
	and Rural Development			and Rural Development	
	Private Bag X02			Gielie Joubert Streets	
	Bloemfontein			Tender Box situated at the ground Floor	
	9300			Admin Building, Glen	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Fikile Khumalo		CONTACT PERSON	Hennie Grobler	
TELEPHONE NUMBER			TELEPHONE NUMBER		
MOBILE NUMBER	060 977 2535		MOBILE NUMBER	082 762 1847	
E-MAIL ADDRESS	khumalof@dard.gov.za		E-MAIL ADDRESS	groblerh@dard.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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 ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

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 PIN 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."

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

SIGNATURE OF BIDDER:

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

DATE:

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE
TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

SBD 4

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:

.....
.....

¹ 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.

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

- 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.
- 3.5 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.
- 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.

² 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.

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

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

Initial: _____

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM**SBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

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

- the **80/20** system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to **not exceed R50 000 000** (all applicable taxes included) and therefore the **80/20 preference point system** shall be applicable;

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**4. POINTS AWARDED FOR PRICE****4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

80/20 or 90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT**4.3 POINTS AWARDED FOR PRICE**

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

80/20**or****90/10**

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

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

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

- 7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

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

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

8. SUB-CONTRACTING

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

(*Tick applicable box*)

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

8.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT registration number:

9.3 Company registration number:

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--	---

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE
TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

SBD 6.2

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR
DESIGNATED SECTORS**

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

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

1. General Conditions

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

$$LC = [1 - \frac{x}{y}] * 100$$

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<u>Cement</u>	<u>100 %</u>
<u>Steel products and components for construction</u>	<u>100 %</u>
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.: DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

ISSUED BY: (Procurement Authority / Name of Institution):
Free State Department of Agriculture and Rural Development
NB

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

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1) **Tender No.** DARD/RFT 05/2022

(C2) **Tender description:** REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

(C3) **Designated product(s)** CEMENT AND STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION

(C4) **Tender Authority:** FSDARD SCM

(C5) **Tendering Entity name:**

(C6) **Tender Exchange Rate:** Pula EU GBP

(C7) **Specified local content %** 100%

Calculation of local content

Tender summary

Tender item no's	List of items	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)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

(C20) Total tender value R 0

Signature of tenderer from Annex B

(C21) Total Exempt imported content R 0

(C22) Total Tender value net of exempt imported content R 0

(C23) Total Imported content R 0

(C24) Total local content R 0

Date:

(C25) Average local content % of tender

Initial: _____

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

Initial: _____

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

					SATS 1286.2011	
Annex E						
Local Content Declaration - Supporting Schedule to Annex C						
(E1)	Tender No.	DARD/RFT 05/2022	Note: VAT to be excluded from all calculations			
(E2)	Tender description:	REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM				
(E3)	Designated products:	CEMENT AND STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION SECTORS				
(E4)	Tender Authority:	FSDARD SCM				
(E5)	Tendering Entity name:					
		Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value	
			(E6)	(E7)	(E8)	
		(E9) Total local products (Goods, Services and Works)				R 0
(E10)	Manpower costs	(Tenderer's manpower cost)				R 0
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)				R 0
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)				R 0
					(E13) Total local content	R 0
					This total must correspond with Annex C - C24	
Signature of tenderer from Annex B						
Date:						

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE
TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

B1 B-BBEE CERTIFICATE OR SWORN AFFIDAVIT

In terms of Regulation 4(1)(a) of the Preferential Procurement Regulations (2017), pre-qualification criteria based on BBEE status level is applicable to this tender.

Bidders must have a B-BBEE status level of 1, failing which their bid will be disqualified from further consideration.

A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate.

In order to claim B-BBEE points, tenderers must submit valid (original or certified copy) B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) (Entities other than EME's and QSE's) or a valid sworn affidavit (original or certified copy) completed in the format supplied by Department of Trade, Industry and Competition (DTIC), signed by the EME/QSE representative and attested by a commissioner of oath (EME's and QSE's).

ATTACH B-BBEE CERTIFICATE OR SWORN AFFIDAVIT IMMEDIATELY AFTER THIS PAGE.

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE
TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

B2 CERTIFICATE OF CIDB REGISTRATION OF CONTRACTOR

A certificate of bidder's registration with the Construction Industry Development Board (CIDB) must be included in the bid submission as per requirements indicated in the Tender data.

The tenderer must be registered with the CIDB with a contractor grading of CE (Civil Engineering) four (4) or higher or a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered.

Where a bidder satisfies CIDB Contractor grading designation requirements through a joint venture or consortium formation, such bidder must submit the joint CIDB grading of the bidding entity, and the certificates of contractor registration for each partner.

ATTACH CIDB REGISTRATION CERTIFICATE IMMEDIATELY AFTER THIS PAGE.

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM

B3 TAX CLEARANCE

Bidders shall be registered and in good standing with the South African Revenue Services (SARS) and must submit proof in the form of a CSD registration number and valid Tax Clearance Status PIN issued by SARS as per the requirements indicated in the Tender data.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Status PIN and CSD Supplier Number.

	TAX CLEARANCE PIN NUMBER	
--	--------------------------	--

[illegible]

ATTACH VALID TAX STATUS PIN IMMEDIATELY AFTER THIS PAGE.

SIGNED BY/ON BEHALF OF BIDDER:

NAME	SIGNATURE	DATE

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE
TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

B4 COIDA CERTIFICATE OF COMPLIANCE

A Valid COIDA Certificate in compliance with the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) must be included in the bid submission as per requirements indicated in the Tender data.

ATTACH COIDA CERTIFICATE IMMEDIATELY AFTER THIS PAGE.

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM

B5 EXEMPTION LETTER LOCAL PRODUCTION AND CONTENT

An exemption letter for Local Production and Content issued by DTIC must be included in the bid submission if in non-compliance with the threshold as per requirements indicated in the Tender data. Exemption letter is not required when in compliance.

PROCESS WHEN REQUESTING EXEMPTION LETTERS

For exemption requests on designated products and the minimum threshold for local content cannot be met for various reasons, bidders must apply for exemption per tender. After checking with the industry, the **dtic** will decide whether to grant an exemption or not.

In the official request (signed letter), the following information should be included:

- Procuring entity/government department/state owned company.
- Tender/bid number.
- Closing date.
- Item(s) for which the exemption is being requested for.
- Description of the goods, services or works for which the requested exemption item will be used for and the local content that can be met.
- Reason(s) for the request.
- Supporting letters from local manufacturers and suppliers.

NB - Exemption letters are tender specific and applications are not transferrable.

The turnaround time in response to exemption letters for all designated products is five working days with the exception of rail and boats/vessels which is seven working days.

Request for exemption letters are to be directed to:

Dr Tebogo Makube

Chief Director: Industrial Procurement

Tel: 012 394 3927

E-mail: tmakube@thedti.gov.za.

The turnaround time in response to textile, clothing, leather and footwear exemption letters request is two working days and requests are to be directed to:

Patricia Khumalo

Tel: 012 394 1390

E-mail: khumaloP@thedti.gov.za

ATTACH EXEMPTION LETTER IMMEDIATELY AFTER THIS PAGE WHERE APPLICABLE.

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE
TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

B6 PROOF OF REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

Bidders must be registered with the National Treasury Central Supplier Database (CSD) and must submit their valid CSD Registration Number as issued by National Treasury, as per the requirements indicated in the Tender data.

Each party to a Consortium/Joint Venture must submit a separate CSD Registration Number.

	CSD REGISTRATION NUMBER	

ATTACH PROOF OF CSD REGISTRATION AFTER THIS PAGE (OPTIONAL).

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM

B7 BIDDER'S PAST EXPERIENCE IN DELIVERING SIMILAR CONSTRUCTION CONTRACTS OF SIMILAR SCALE

The information supplied will be used to evaluate functionality. Non submission will influence the functionality score negatively.

Lists of Completed Projects over the last three (3) years to be submitted in Table below.

Bidders must familiarise themselves with the evaluation criteria and submit a list of completed projects to support the allocation of points. **The list of completed projects must be supported with contractual agreements or appointment letters and completion certificates which must be attached directly after this page. A listed project which is not within the time frame, substantiated with evidence or within the tendered amount CIDB grading will not be considered in the evaluation of functionality.**

List of Previous and Completed Projects

NAME OF COMPANY:

PROJECT/EMPLOYER (Name, Tel. No)	NATURE OF WORK	VALUE OF WORK AND PROJECT LOCATION	DATE OF APPOINTMENT AND YEAR OF COMPLETION
		Value: _____	Date appointed: _____
		Location: _____	Completion year: _____
		Value: _____	Date appointed: _____
		Location: _____	Completion year: _____
		Value: _____	Date appointed: _____
		Location: _____	Completion year: _____

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

		Value:	Date appointed:
		Location:	Completion year:
		Value:	Date appointed:
		Location:	Completion year:
		Value:	Date appointed:
		Location:	Completion year:

ATTACH CONTRACTUAL AGREEMENTS OR APPOINTMENT LETTERS AND COMPLETION CERTIFICATES FOR EACH OF THE LISTED PROJECTS AFTER THIS PAGE.

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM

B8 SHORT CV'S, ID'S, QUALIFICATIONS AND APPOINTMENT LETTERS FOR KEY TECHNICAL STAFF

Short CV's with certified copies of the Identity Document, professional qualifications and appointment letter of each Key Technical Staff member, must be attached to this Schedule. It is important to note that years of experience will only be credited for those complying with the minimum qualifications as listed.

Do NOT include CVs for support staff.

Please Note:

A CV of the person of approximately 3 pages should be attached to this schedule.

Each CV should be structured under the following headings:

- Personal particulars
 - name
 - date and place of birth
 - place(s) of tertiary education and dates associated therewith
 - professional awards if any.
- Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) (Attach copies of each; Subject to verification)
- Name of current employer and position in enterprise
- Overview of work experience (year, organization and position)
- Outline of recent assignments / experience that has a bearing on the scope of work

ATTACH CV'S, COPIES OF ID'S, PROFESSIONAL QUALIFICATIONS AND APPOINTMENT LETTER AFTER THIS PAGE.

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM

B9 SCHEDULE OF CONSTRUCTION EQUIPMENT

F 1: CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE:

[illegible]

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

F 2: CONSTRUCTION EQUIPMENT ON ORDER:

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	NUMBER
.....
.....
.....
.....
.....
.....
.....
.....

F 3: CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED:

(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER
.....
.....
.....
.....
.....
.....
.....
.....

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

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE
TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

B10 PERFORMANCE GUARANTEE

A letter of commitment from a reputable financial institution providing a performance guarantee for the commitment of at least 5% of the value of the bid for a period of at least two (2) months. If the financial institution is other than the bank details of the tenderer, as submitted with the bid, a separate letter must be provided by the bank (as submitted) indicating the credit rating of the tenderer, else the letter of commitment must also include the credit rating.

It is important to note that the bank rating, as part of functionality, will only be credited if the letter of commitment to a performance guarantee of a minimum of 5% capital is available.

**ATTACH LETTER OF COMMITMENT FOR PERFORMANCE GUARANTEE AND CREDIT RATING
AFTER THIS PAGE.**

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE
TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

B11: Annexure A: Record of Addenda to tender documents

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE
TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

B12: Annexure B: Proposed amendments and qualifications

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE
TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

B13 DAY WORKS SCHEDULE

This day work statement shall be used according to the opinion of the Engineer for the assessment of value of additional work which cannot be assessed easily according to the tendered Bid Price.

The rates for labour and material should not include overhead costs and profit, Site Supervision of personnel, insurance, paid vacation, the use and maintenance of small hand equipment and non-mechanical equipment, travel allowance, other payments and allowance. Provision is being made for this by including the percentages covering all these items with the item "Up costs". The rate which should be used for the assessment of value of additional work is the basic rate plus the percentage "UP costs".

The item "Up costs" is left out in the case of equipment. The rate then has to include all of the above "Up costs" mentioned as well as Operator's costs, user's goods, maintenance, etc.

The Tenderer has to fill in all of the items listed underneath, otherwise his tender can be considered as incomplete.

A. LABOUR

- | | | | | |
|----|-------------|-------|---------------|-------------------|
| 1) | Workers | ..... | per hour plus | % "Up cost" |
| 2) | Supervisors | ..... | per hour plus | % "Up cost" |
| 3) | Artisans | ..... | per hour plus | % "Up cost" |

B. EQUIPMENT

DESCRIPTION	RATE PER HOUR	
	In Work	Standing
Excavator
Front-end Loader
Tipper Truck cubic meters
Compressor (capacity)
..... (Specify)
..... (Specify)
..... (Specify)

Note: The rate for an air pressure machine has to include rubber pipes and pneumatic equipment.

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

C. MATERIAL

Here, the Tenderer has to provide the “Up Costs” which ought to be added to the basic price:

..... %

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE

Initial: _____

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE
TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

B14 JOINT VENTURE AGREEMENT

In the case of a Joint Venture or Consortia the Joint Venture Agreement or Consortia Agreement must be attached immediately after this page.

PART C: CONTRACT

C1 AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM



Department of Agriculture and Rural Development - Free State Province

DARD/RFT 05/2022

REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE
AQUACULTURE TECHNOLOGY DEMONSTRATION CENTRE (ATDC)
GARIEP DAM

PART C: CONTRACT

Part C1: Agreements and Contract data

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers for the provision of services in respect of the following works:

TENDER NO. DARD/RFT 05/2022

REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AGRICULTURAL TECHNOLOGY DEMONSTRATION CENTER (ATDC), GARIEP DAM

The tenderer, identified in the Offer signature block, 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 the amount determined in the priced activity list, in accordance with the *conditions of contract* identified in the Contract Data.

The tendered amount for the due and proper execution of the Works as outlined in this document is:

R

Amount in words:

.....

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

THE OFFERED TOTAL OF THE PRICED ACTIVITY LIST IS INCLUSIVE OF VAT *and is in accordance with the conditions of contract.*

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the tenderer:

.....
(Insert name and address of organisation)

Name & signature
of witness

Date

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

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

Signature(s) _____

Name(s) _____

Capacity Head of Department _____

For the Employer: Department of Agriculture and Rural Development, Free State
1stFloor, Chemistry Building
Gielie Joubert Street
Glen Agricultural Institute
Glen

Name & signature of witness _____ Date _____

Schedule of Deviations

No	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

PART C: CONTRACT

C1 AGREEMENT AND CONTRACT DATA

C1.2 Contract Data Part 1 Data by the Employer

PART 1: DATA PROVIDED BY THE EMPLOYER

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

-

- *NOTES*

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1.	Definitions
2.	Application
3.	General
4.	Standards
5.	Use of contract documents and information; inspection
6.	Patent rights
7.	Performance security
8.	Inspections, tests and analysis
9.	Packing
10.	Delivery and document
11.	Insurance
12.	Transportation
13.	Incidental services
14.	Spare parts
15.	Warranty
16.	Payment
17.	Prices
18.	Contract amendments
19.	Assignment
20.	Subcontracts
21.	Delays in the supplier's performance
22.	Penalties
23.	Termination for default
24.	Dumping and countervailing duties
25.	Force Majeure
26.	Termination for insolvency
27.	Settlement of disputes
28.	Limitation of liability
29.	Governing language
30.	Applicable law
31.	Notices
32.	Taxes and duties
33.	National Industrial Participation Programme (NIPP)

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

34. Prohibition of restrictive practices

Initial: _____

General Conditions of Contract

1. Definitions	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 “Day” means calendar day.</p> <p>1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.</p> <p>1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the</p>
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	RSA.
1.12	"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14	"GCC" means the General Conditions of Contract.
1.15	"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	"Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub bidders) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	"Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
1.18	"Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
1.19	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	"Project site," where applicable, means the place indicated in bidding documents.
1.21	"Purchaser" means the organization purchasing the goods.
1.22	"Republic" means the Republic of South Africa.

	<p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5 Use of contract documents and information; inspection.	<p>5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p>

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

	5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
	5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
	7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
	7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses	8.1	All pre-bidding testing will be for the account of the bidder.
	8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or bidder shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
	8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
	8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements,

	<p>the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
9. Packing	<p>9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
10. Delivery and documents	<p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<p>11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>

12. Transportation	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services	13.1	<p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
	13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts	14.1	<p>As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for

	<p>eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
18. Contract amendments	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
19. Assignment	<p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
20. Subcontracts	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>
21. Delays in the supplier's performance	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subbidder(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly</p>

	<p>notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
22. Penalties	<p>22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
23. Termination for default	<p>23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <ul style="list-style-type: none"> (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

	23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
24. Anti-dumping and countervailing duties and rights	24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
25. Force Majeure	25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
	25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

	<p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p>
28. Limitation of liability	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
29. Governing language	<p>29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
30. Applicable law	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>

32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation (NIP) Programme	<p>33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
34. Prohibition of Restrictive practices	<p>34.1 In terms of Section 4 (1) (b) (iii) of the Competition Act No.89 of 1998,asamended,an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationshipand if a bidder (s) is /are or a contractor (s) was/were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.</p> <p>34.3 If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor (s) from conducting business with the publicsector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.</p>

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

CONDITIONS OF CONTRACT SPECIFIC TO CONSTRUCTION WORKS

Variations, amendments and additions to the General Conditions of Contract as Special Conditions of Contract prescribed by the Employer are set out below.

The General Conditions of Contract (GCC) for Construction Works, Second Edition, 2010, as published by the South African Institution of Civil engineering (SAICE), Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

The Pro Forms bound with the General Conditions of Contract, 2015, shall not apply to this Contract.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the GCC for Construction Works, Second Edition, 2010, are applicable to this Contract:

Compulsory Data

Clause 1.1.1.13 :

The defects Liability Period is twelve (12) months as measured from the date of the Certificate of Completion.

Clause 1.1.1.14

The time for achieving Practical Completion of the whole of the Work is twenty (20) weeks.

Clause 1.1.1.15 :

The name of the Employer is: Free State Department of Agriculture and Rural Development (FSDARD)

Clause 1.1.1.26

The pricing Strategy is Re-measurement Contract.

Clause 1.1.16

The name of the Engineer is: MVDxariep CONSULTING ENGINEERS CC

Clause 1.2.1.2 :

The address of the Employer is:

Physical address: Main Admin Building
Gielie Joubert Street
GLEN
9360

Postal Address: Private Bag X01
BLOEMFONTEIN
9360

E-mail address: khumalof@dard.gov.za

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

The address of the Engineer is : 36A Murray Street
PO Box 1634
BETHLEHEM
9700
Tel : 058 303 4581
Fax : 086 743 6802
email : mvdadmin@imaginet.co.za

Clause 5.3.1 :

The documentation required before commencement with Works execution are :

Health and Safety Plan (Refer to Clause 4.3)
Initial programme (Refer to Clause 5.6)
Insurance (Refer to Clause 8.6)

Clause 5.3.2

The time to submit the documentation required before commencement with Works execution is 14 days.

Clause 5.8.1

The non-working days are Sundays

The special non-working days are :

- 1) Public holidays .
- 2) The year end break commences on 15 December 2022 and ends on 2 January 2023.

Clause 5.16.3 :

The latent defect period is 24 Months.

Clause 6.10.3

The limit of retention money is 10%.

Clause 8.6.1.1.2 :

The value of Plant and materials supplied by the Employer to be included in the insurance sum is not required.

Clause 8.6.1.1.3 :

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R200 000-00.

Clause 8.6.1.3

The limit of indemnity for liability insurance is .R10 000 000-00.

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

Clause 10.7.1

Mediation proceedings will not be applicable to this contract for the determination of disputes.

PART C: CONTRACT

C1 AGREEMENT AND CONTRACT DATA

C1.2 Contract Data Part 2 Data by the Contractor

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause 1.1.1.9 :

The name of the Contractor is :

Clause 1.2.1.2 :

The address of the Contractor is :

.....

.....

.....

E-mail address :

.....

Telephone number :

.....

Contact person :

.....

Cell number :

.....

Clause 1.1.1.14 :

The time for achieving Practical Completion is: as measured from the commencement date.

Clause 6.5.1.2.3 :

The percentage allowance to cover overhead charges is:

SIGNED ON BEHALF OF THE TENDERER:

DATE:

PART C: CONTRACT

C1 AGREEMENT AND CONTRACT DATA

C1.3 Performance Bond

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE
TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

C 1.3: PERFORMANCE GUARANTEE FROM AN APPROVED FINANCIAL INSTITUTION

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:.....

"Employer" means: FSDARD

"Contractor" means:

"Engineer" means: MVDXARIEP CONSULTING ENGINEER CC

"Works" means: **TENDER NO DARD/RFT 05/2022: REPAIR OF EXISTING
ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE
TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP
DAM**

"Site" means: The site as defined in Part C4 of the Tender document.

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

"Contract Sum" means: The accepted amount exclusive of tax of R

Amount in words:

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

Amount in words:

"Expiry Date" means: The date of issue by the Engineer of the Certificate of Completion of the Works

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificates and the Certificate of Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever comes first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention what so ever to create an accessory obligation or any intention what so ever to create suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified as still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; or
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payments in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor, showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within 7 (seven) calendar days upon receipt of the first written demand to the Guarantor.

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 and 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

SIGNED AT:

DATE:

GUARANTOR'S SIGNATORY (1):

CAPACITY:

GUARANTOR'S SIGNATORY (2):

CAPACITY:

WITNESS SIGNATORY (1):

WITNESS SIGNATORY (2):

PART C: CONTRACT

C1 AGREEMENT AND CONTRACT DATA

C1.4 Occupational Health and Safety Agreement

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE
TECHNOLOGY DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

C 1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

**AGREEMENT MADE AND ENTERED INTO BETWEEN FSDARD (HEREINAFTER CALLED
THE"EMPLOYER") AND**

.....

(CONTRACTOR / MANDATORY / COMPANY / CC NAME)

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

I,....., representing

....., as an employer

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

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

COID Act Registration Number:

OR Compensation Insurer:.....Policy No.:.....

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

I further undertake to ensure that any Sub-Contractors employed by me will enter into an occupational health and safety agreement separately, and that such Sub-Contractors comply with the conditions set.

I hereby declare that I have read and understand the appended occupational health and safety conditions undertake to comply therewith at all times.

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

Signed at on the day of 2016.

WITNESS:

MANDATARY:

Signed at on the day of 2016.

WITNESS:

For and on behalf of FSDARD:

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16 (1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16 (2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the Construction Supervisor who understands the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and safety Act and that he, his employees, and any Sub-Contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safework procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment / machinery / articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and /or his employees and/or his Sub-Contractors.
11. No use shall be made of any of the Employer's machinery / plant/ equipment /substance/ personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

PART C: CONTRACT

C2 PRICING DATA

C2.1 Pricing Assumptions

C2.1 Pricing Assumptions

1. These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Bill of Quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.
2. The Bill of Quantities shall be read with all the documents which form part of this Contract.
3. The completed detailed pricing schedule shall form part of this tender submission and will be completed in **black ink or black type only**.
4. Bid price to be in South African currency, foreign exchange risk is for the account of the tenderer.
5. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.
6. The prices and rates to be inserted in the Bill of Quantities are to be full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. All costs associated with compliance to the Occupational Health and Safety Act, the National Environmental Management Act and the Water Act must be included in the bidding price where applicable.
8. Only fixed and firm prices will be accepted. Non-fixed and firm prices (including prices subject to rates of exchange variations) will not be considered.

Note:

The bidder MUST inspect the Site/Building and familiarize themselves with the required scope of work to ensure all the necessary measurements are undertaken and that all required materials, equipment, resources, etc., is included in their FIXED PRICE.

9. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.
10. The Bidder shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bidden rates shall apply should work under these items actually be required.
11. Should the Bidder group a number of items together and bid one sum for such group of items, the single bidden sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.
12. The bidden rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.
13. All rates and sums of money quoted in the Bill of Quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.

14. All prices and rates entered in the Bill of Quantities must be excluding Value Added Tax (VAT). VAT will be added last on the summary page of the Bill of Quantities.
15. Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer. FSDARD reserves the right to reject over-priced bids. Please note lowest price bids does not guarantee selection, consideration will be given to the full evaluation criteria.
16. Arithmetical errors, omissions and discrepancies will be dealt with in accordance with 5.9 of the Tender data.
17. Where a particular make of item is specified, the words "or similar approved" shall mean approval by the client in writing.
18. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:
- Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
- Quantity : The number of units of work for each item
- Rate : The payment per unit of work at which the Bidder bids to do the work
- Amount : The quantity of an item multiplied by the bid rate of the (same) item
- Sum : An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
19. The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

PART C: CONTRACT

C2 PRICING DATA

C2.2 Summary Bill of Quantities

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT, FREE STATE

BID NO.: DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE TECHNOLOGY
DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

C2.2 SUMMARY BILL OF QUANTITIES. (See the following: Scope of work and Applicable standardized and particular specifications and detailed Bill of Quantities)

SUMMARY OF BILL OF QUANTITIES

SECTION	DESCRIPTION	AMOUNT
1	PRELIMINARY AND GENERAL	
2	EARTHWORKS	
3	ANCILLARY ROADWORKS	
4	STRUCTURES	
5	TESTING	
6	TIME-RELATED ITEMS	
7	HEALTH AND SAFETY	
TOTAL OF PRICED ITEMS		
PLUS : 10% CONTINGENCIES (calculated on SUB TOTAL 1) * ¹		
SUB TOTAL		
PLUS : 15% VAT (calculated on SUB TOTAL)		
TOTAL (CARRIED OVER TO FORM OF OFFER & FRONT PAGE)		

Note *¹: This contract can be awarded excluding Contingencies whereby this amount may only be utilized on written instruction by the engineer and approval by the client.

.....
TENDERER'S SIGNATURE

.....
DATE

.....
ON BEHALF OF COMPANY

Note: Failure to price any of the items will invalidate the bid. The Departmental representatives from the Department of Agriculture and Rural Development will negotiate with the successful bidder to ensure a balanced Bill of Quantities and approve the Bill of Quantities if necessary.

C2.2.1 BILL OF QUANTITIES

THE RENOVATION AND REPAIR OF EXISTING FISH PONDS AT ATDC

REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AGRICULTURAL TECHNOLOGY DEMONSTRATION CENTER (ATDC), GARIEP DAM BILL OF QUANTITIES			
SECTION	DESCRIPTION	SUB TOTAL	TOTAL
1	PRELIMINARIES AND GENERAL		
2	EARTHWORKS		
2.1	ACCOMMODATION OF TRAFFIC		
2.2	OVERHAUL		
2.3	CLEARING AND GRUBBING		
2.4	DRAINAGE		
2.5	BORROW MATERIALS		
2.6	SELECTION, STOCKPILING & BREAKING DOWN		
2.7	MASS EARTHWORKS		
2.8	LAYERWORKS		
3	ANCILLARY ROADWORKS		
3.1	LANDSCAPING		
4	STRUCTURES		
4.1	FOUNDATION FOR STRUCTURES		
4.2	FALSEWORK, FORMWORK & FINISHES		
4.3	STEEL REINFORCEMENT		
4.4	CONCRETE FOR STRUCTURES		
4.5	STRUCTURAL STEEL		
5	TESTING		
	SUBTOTAL		
6	Plus : CONTINGENCY AMOUNT		250,000.00
7	Plus : OCCUPATIONAL HEALTH & SAFETY INCLUDING COVID 19 (CLIENT)		60,000.00
	SUBTOTAL		
8	DAM SAFETY CERTIFICATE BY SPECIALIST		62,000.00
9	SPECIALIST SUBMISSION TO DAM SAFETY DEPARTMENT		121,000.00
TENDER AMOUNT (VAT exclusive)			
VAT Amount			
TOTAL TENDER AMOUNT (including VAT)			

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

SCHEDULE OF QUANTITIES

ITEM	SANS PAYMENT ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 1</u>				
		<u>BILL NO. 1</u>				
		<u>PRELIMINARY AND GENERAL</u> <u>(Applicable to the whole of the Works)</u>				
	8.3	<u>FIXED CHARGE ITEMS</u>				
1	8.3.1	Contractual requirements.	Sum			
	8.3.2	<u>Establishment of Facilities on the Site</u>				
		<u>Facilities for Engineer</u>				
	8.3.2					
2	8.3.2.1 c	Name boards. (In no 2)	Sum			
	8.3.2.2	<u>Facilities for Contractor</u>				
3	8.3.2.2 a	Offices and storage sheds	Sum			
4	8.3.2.2 e	Ablution and latrine facilities	Sum			
5	8.3.2.2 f	Tools and equipment	Sum			
6	8.3.2.2 g	Water supplies, electric power, communications, dealing with water and access.	Sum			
7	8.3.2.2 j	Plant	Sum			
8	8.3.3	Other fixed charge obligations	Sum			
9	8.3.4	Removal of site establishment	Sum			
	8.4	<u>TIME RELATED ITEMS</u>				
10	8.4.1	Contractual requirements.	Sum			
	8.4.2	<u>Operation and Maintenance of Facilities on Site, for Duration of Construction, (unless otherwise stated)</u>				
	8.4.2.1	<u>Facilities for Engineer</u>				
11	8.4.2.1 c	Name boards. (In no 2)	Sum			
12	8.4.2.1 d	Survey assistants and materials	Sum			
	8.4.2.2	<u>Facilities for Contractor</u>				
13	8.4.2.2 a	Offices and storage sheds	Sum			
SUBTOTAL CARRIED OVER						

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

ITEM	SANS PAYMENT ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SUBTOTAL BROUGHT FORWARD				
14	8.4.2.2 e	Ablution and latrine facilities	Sum			
15	8.4.2.2 f	Tools and equipment	Sum			
16	8.4.2.2 g	Water supplies, electric power, communications, dealing with water and access.	Sum			
17	8.4.2.2 j	Plant	Sum			
18	8.4.3	Supervision for duration of construction.	Sum			
19	8.4.4	Company and head office overhead costs for duration of construction	Sum			
20	8.4.5	Other time related obligations.	Sum			
	8.7	<u>DAYWORK</u>				
21	8.7 a	Artisan	p/hour	20		
22	8.7 b	Labourer	p/hour	20		
23	8.7 c	Operator/Machine operator	p/hour	15		
24	8.7 d	TLB (4 x 4)	p/hour	15		
25	8.7 e	Grader 720 CAT	p/hour	15		
26	8.7 f	Excavator(30 ton)	p/hour	15		
27	8.7 g	Supervisor	p/hour	15		
28	8.7 h	Contractor's Manager	p/hour	10		
		<u>TEMPORARY WORKS</u>				
		<u>Existing services</u>				
29	8.8.4 a	Supply or hire of specialist equipment for the detection of a particular service.	Sum			
30	8.8.4 b	The use of equipment referred to in (a) above.	Sum			
31	8.8.4 c	Excavation by hand in soft material to expose all possible existing water, sewer, data and electrical services.	Sum			
32	8.4.4 d	Temporary protection, as required in terms of the project specification, of all possible existing water, sewer, data and electrical services.	Sum			
		SUBTOTAL CARRIED OVER				

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

ITEM	SANS PAYMENT ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
33	8.8 8.1	SUBTOTAL BROUGHT FORWARD	Sum	1		
		OCCUPATIONAL HEALTH AND SAFETY (including COVID-				
		<u>19) REQUIREMENTS</u>				
		Compliance with OHS and MHSA Act and Regulations (including the Construction Regulations, 2003)				
TOTAL TO SUMMARY						

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

SCHEDULE OF QUANTITIES

ITEM	PAYMENT ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 2</u>				
		<u>BILL NO. 1</u>				
		<u>ACCOMMODATION OF TRAFFIC (COLTO SECTION 1500)</u>				
1	15.01	Accommodation traffic and maintaining temporary deviations	km	4.3		
2	15.02	Earthworks for temporary deviations				
2.1	(a)	Shaping of temporary deviations	km	1.5		
3	15.03	Temporary traffic control facilities				
3.1	a	Flagmen	Man-day	200		
3.2	e	Road Signs....	No	4		
3.3	f	Road Signs TW Series	No	4		
4	15.06	Watering of temporary deviations	kl	924		
5	15.08	Repairs to existing roads used as temporary deviations	Prov sum	1		
TOTAL TO SUMMARY						

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

SCHEDULE OF QUANTITIES

ITEM	PAYMENT ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 2</u>				
		<u>BILL NO. 2</u>				
		<u>OVERHAUL</u>				
1	16.01	Overhaul on material hauled in access of a free-haul distance of 0.5km, for haul up to or through 1.0km (Restricted overhaul)	m ³	100		
2	16.02	Overhaul on material hauled in excess of 1.0 km (Ordinary overhaul)	m ³ -km	6170		
TOTAL TO SUMMARY						

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

SCHEDULE OF QUANTITIES

ITEM	PAYMENT ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	17.01	<u>SECTION 2</u> <u>BILL NO. 3</u> <u>CLEARING AND GRUBBING (COLTO SECTION 1700)</u> Clearing and Grubbing All topsoil to be stockpiled and maintained according to COLTO paragraph 1702 (c)	ha	0.5		
TOTAL TO SUMMARY						

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

SCHEDULE OF QUANTITIES

ITEM	PAYMENT ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 2</u>				
		<u>BILL NO. 4</u>				
		<u>DRAINAGE (COLTO SECTION 2100)</u>				
1	21.01	Excavation for Open Drains:				
	(a)	Excavation in soft material situated in the following depth ranges below the surface level				
1.1	(i)	0m up to 1.5m	m ³	18		
1.2	(ii)	Exceeding 1.5m and up to 3.0m	m ³	1		
2	21.03	Excavation for Subsoil drainage systems:				
	(a)	Excavation in soft material situated in the following depth ranges below the surface level				
2.1	(i)	0m up to 1.5m	m ³	50		
2.2	(ii)	Exceeding 1.5m and up to 3.0m	m ³	1		
3	21.06	Natural permeable material in subsoil systems				
		(Crushed Stone)				
3.1	(b)	Crushed stone obtained from commercial sources (State grade)	m ³	8		
4	21.07	Natural permeable material in subsoil systems				
		(Sand)				
4.1	(b)	Sand obtained from commercial sources (State grade)	m ³	70		
5	21.08	Pipes in Subsoil Drainage System				
5.1	(a)	Pitch -Fiber pipes and fittings complete with couplings (perforated)	m	22		
6	21.10	Synthetic-fibre filter fabric (Geo-textile material grade A2)	m ²	308		
7	21.12	Concrete Outlet structure				
	(a)	Outlet Structure	No	1		
8	21.17	Test flushing of pipe subsoil drains	No	1		
TOTAL TO SUMMARY						

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

SCHEDULE OF QUANTITIES

ITEM	PAYMENT ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SECTION 2				
		<u>BILL NO. 5</u>				
		<u>BORROW MATERIALS (COLTO SECTION 3100)</u>				
1	31.02	Excess Overburden in Borrow Pits for obtaining Crushed stone for layer works within 100m of borrow pit.	m ³	50		
2	31.03	Finishing off Borrow pits in:				
2.1	31.03 (b)	Intermediate material	ha	1		
2.2	31.03 (c)	Soft Material	ha	1		
3	SP 31.04	Prospecting for materials				
3.1	SP 31.04 (i)	Number of test holes with depth range between 0m and 3m Payment to be made under this item for the excavation of trial pits according to a grid pattern to establish the location of suitable material in the use of Zone 1 (Clay core).	No	20		
TOTAL TO SUMMARY						

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

SCHEDULE OF QUANTITIES

ITEM	PAYMENT ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 2</u> <u>BILL NO. 6</u> <u>SELECTION, STOCKPILING AND BREAKING DOWN</u> <u>MATERIAL FROM BORROW AREAS</u> (COLTO SECTION 3200)				
1	32.04	Removing of oversize pavement materials	m ³	40		
2	32.06	Stockpiling of material	m ³	620		
TOTAL TO SUMMARY						

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

SCHEDULE OF QUANTITIES

ITEM	PAYMENT ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SECTION 2				
		<u>BILL NO. 7</u>				
		<u>EARTHWORKS AND PAVEMENT LAYERS OF GRAVEL OR CRUSHED STONE</u>				
		(COLTO SECTION 3300)				
1	33.01	Cut and borrow to fill including free-haul up to 0.5km:				
	(a)	Material compacted in layer thickness of 200mm and less:	m ³	670		
1.1	(ii)	Compacted to 93% modified AASTHO density:	Rate only	1		
1.2	(iii)	Eight Roller pass compaction	m ³	12		
1.3	(c)	Rock Fill (As specified in subclause 3209(c))	m ³	12		
1.4	SP (i)	Extra over item 33.01 (c) for obtaining rock from commercial source	m ³	12		
2	(SP 33.01)	Clay Material from borrow to fill obtained for construction of Zone 1 (Clay core)				
		Material to have a a plasticity index of: 12 < PI < 20 and a Liquid Limit of: 35 < LL < 48. Rate				
		Cut and borrow to fill including free-haul up to 0.5km:				
	SP (g)	Material compacted in layer thickness of 200mm and less:	m ³	130		
2.1	(i)	Compacted to 100% Proctor density	Rate only	1		
2.2	(iii)	Eight Roller pass compaction				
3	33.02	Sand Fills (As described in clause 3302 including free haul up to 0.5km:				
3.1	(a)	Non-plastic sand with up to 20% passing through the 0.075mm sieve, compacted to 100% of modified AASTHO density	m ³	620		
3.2	SP(c)	Extra over item 33.02 (a) for obtaining sand from commercial source	m ³	620		
4	3307	Removal of Unsuitable material, including free haul of 2,0 km				
	(a)	In layer thickness less than 200mm				
4.1	(i)	Stable Material	m ³	60		
4.2	(ii)	Unstable material	m ³	15		
5	33.11	Roadbed preparation and Compaction of material using eight roller passes				
5.1	(d)	Tamping roller	m ³	30		
6	33.13	Finishing off cut and fill slopes				
6.1	(a)	Cut slopes	m ²	40		
6.2	(b)	Fill slopes	m ²	82		
7	33.16	Widening of fill as specified in subclause 33.07 (i) Extra over				
7.1	(a)	Item 33.01 (a)	m ³	30		
8	33.17	Extra over item 33.04 for spoiling material excavated from benches construction for widening existing fills	m ³	10		
TOTAL TO SUMMARY						

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

SCHEDULE OF QUANTITIES

ITEM	PAYMENT ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SECTION 2				
		<u>BILL NO. 8</u>				
		<u>PAVEMENT LAYERS OF GRAVEL MATERIAL</u>				
		(COLTO SECTION 3400)				
1	34.01	Pavement layers constructed from gravel taken from borrow, including free-haul up to 2.0km				
		Material taken from borrow pit to be G7 quality grading or better. Care must be taken not to excavate beyond the boundaries of the usable material in gravel seam. Notification to the Engineer in the case where unsuitable material is encountered.				
1.1	(a)	Gravel selected layer	m ³	100		
	(ii)	95% of modified AASTHO density (150mm layer thickness)				
2	34.02	Extra Over item 34.01 for excavation of material in:				
2.1	(i)	Intermediate excavation	m ³	100		
2.2	(ii)	Hard Excavation	Rate only	1		
TOTAL TO SUMMARY						

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

SCHEDULE OF QUANTITIES

ITEM	PAYMENT ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 3</u> <u>BILL NO. 1</u> <u>LANDSCAPING AND PLANTING PLANTS</u> (COLTO SECTION 5800)				
1	58.01 (b)	Trimming Hand Trimming	m ²	130		
2	58.03 (c - ii)	Preparing areas for grassing Topsoil obtained from other sources by the Contractor (All haul included)	m ³	13		
3	58.04 (e)	Grassing Hand Sowing (Grass type indicated)	m ²	130		
TOTAL TO SUMMARY						

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

SCHEDULE OF QUANTITIES

ITEM	PAYMENT ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 4</u>				
		<u>BILL NO. 1</u>				
		<u>FOUNDATION FOR STRUCTURES</u>				
		(COLTO SECTION 6100)				
1	61.02	Excavation				
	(a)	Excavating soft Material situated within the following successive depth ranges				
1.1	(i)	0 m up to 2 m	m ³	35		
2	61.04	Backfill to excavations utilizing:				
2.1	(a)	Material from excavation	m ³	13		
2.2	(b)	Imported material	m ³	5		
TOTAL TO SUMMARY						

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

SCHEDULE OF QUANTITIES

ITEM	PAYMENT ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 4</u>				
		<u>BILL NO. 2</u>				
		<u>FALSEWORK AND FORMWORK & CONCRETE</u>				
		<u>FINISH</u>				
		(COLTO SECTION 6200)				
1	62.02	Vertical Formwork to provide:				
1.1	(i)	Class F1 finish to vertical sides of Debris Flow Catcher	m2	50		
1.2	(ii)	Class F3 Finish to pipe inlet & outlet structures	m2	6		
TOTAL TO SUMMARY						

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

SCHEDULE OF QUANTITIES

ITEM	PAYMENT ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 4</u>				
		<u>BILL NO. 3</u>				
		<u>STEEL REINFORCEMENT FOR STRUCTURES</u>				
		(COLTO SECTION 6300)				
1	63.01	Steel reinforcement for:				
	(a)	Debris catcher foundation				
1.1	(i)	Mild steel bars High-	ton	2.4		
1.2	(ii)	yield-stress-steel	ton	3.6		
2	(b)	Concrete Spillway				
2.1	(iii)	Welded steel fabric	kg	373		
TOTAL TO SUMMARY						

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

SCHEDULE OF QUANTITIES

ITEM	PAYMENT ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SECTION 4				
		<u>BILL NO. 4</u>				
		<u>CONCRETE FOR STRUCTURES</u>				
		(COLTO SECTION 6400)				
1	64.01	Cast in situ concrete				
1.1	(a)	Class 25/19 in Debris flow catcher foundation	m ³	10		
1.2	(b)	Class 30/19 in Spillway	m ³	33		
1.3	(c)	Class 30/19 in pipe inlet- , outlet- and flanges	m ³	12		
1.4	(d)	Class 30/19 in Concrete open channel	m ³	9		
2	64.06	Demolish existing concrete				
2.1	(a)	Plain concrete in				
2.2	(i)	Old inlet structure	m ³	3		
2.3	(ii)	Failed spillway	m ³	3		
TOTAL TO SUMMARY						

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

SCHEDULE OF QUANTITIES

ITEM	PAYMENT ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 4</u>				
		<u>BILL NO. 5</u>				
		<u>STRUCTURAL STEEL</u>				
		(COLTO SECTION 6700)				
1	67.01	Structural Steel				
1.1	(a)	Debris Flow Catcher	ton	2.21		
1.2	(b)	Debris catcher	No	20		
1.3	(c)	Debris catcher in front of pipe	No	1		
TOTAL TO SUMMARY						

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

SCHEDULE OF QUANTITIES

ITEM	PAYMENT ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SECTION 5 <u>BILL NO. 1</u>				
		<u>TESTING MATERIAL AND WORKMANSHIP</u> (COLTO SECTION 8100)				
1	81.02	Testing of Mass earthworks and pavement layers according to 8107 (f) and 8108				
1.1	(i)	Falling Head Permeability test of Zone 1 (Clay) material	No	3		
TOTAL TO SUMMARY						

PART C: CONTRACT

C3 SCOPE OF WORK

STATUS:

Should any requirement or provision in the parts of the Scope of Works conflict with any requirement of any Standardised Specification, or any drawings, the order of precedence, unless otherwise specified, is:

Drawings

Scope of Work (Part C 3.1, C 3.3, C 3.4 and C 3.5)

SABS / SANS Standardised Specifications

PART C: CONTRACT

C3 SCOPE OF WORK

C3.1 Description of Works

DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT, FREE STATE

BID NO.: DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE TECHNOLOGY
DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

C 3.1: DESCRIPTION OF THE WORKS

C 3.1.1 CLIENT'S OBJECTIVE

The Client's Objective is to conduct repair of existing Environmental Retention Dam at the Agricultural Technology Demonstration Center (ATDC), Gariep Dam.

The contractor shall make use of reasonable resources that includes local labour, subcontractors, and plant hire.

C 3.1.2 EXTEND OF THE WORKS

The project entails the construction of the environmental retention dam, downstream of the ATDC. The construction of the dam comprises of a complete earth dam embankment, approximately 50m long.

A summary of the works to be executed are as follows:

- Prospecting for materials at borrow pits
- Excavation into in-situ material for clay core construction
- Construction of Concrete Spillway
- Construction of draw-down pipe system
- Construction of earth spillway with concrete open drain
- Construction of Debris Flow Catchers and debris catchers
- Top soiling and vegetation establishing on completed earth dam embankment

3.1.2 LOCALITY OF THE SITE

The geographical coordinates of the site are as follows:

Existing earth dam embankment at 30°37'38.31"S, 25°28'8.56"E

The Borrow pit is located at 27°27'36.40"S, 29°07'55.09"E

C 3.1.3 TEMPORARY WORKS

The Contractor is to construct a temporary haul road from the borrow pit to the earth dam embankment and includes the rehabilitation of the haul road after completion of the contract.

PART C: CONTRACT

C3 SCOPE OF WORK

C3.2 Construction

DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT, FREE STATE

BID NO.: DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE TECHNOLOGY
DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

C 3.2: CONSTRUCTION

C.3.2.1 Work specifications

Applicable national and international standards: SANS 1200 as well as the Standard Specifications for Road and Bridge Works for State Road Authorities (COLTO 1998 Edition)

C.3.2.2 Plant and Materials

The contractor shall ensure that adequate plant and materials are procured and available as required in order to complete the works as specified in line with the contract programme. The contractor shall supply a report to the Principal Agent on a fortnightly basis as to the plant and materials on site (or on order), and their utilization in relation to the construction programme.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the Contractor during handling, transportation, storage, installation or testing they shall be replaced by the Contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the Engineer (or other persons authorised by the Engineer) at all reasonable times, and the Engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications

C.3.2.3 Construction Equipment

The contractor shall ensure that adequate construction equipment is available as required in order to complete the works as specified in line with the contract programme. The contractor shall supply a report to the Principal Agent on a fortnightly basis as to the construction equipment on site and their utilization in relation to the construction programme.

C 3.4.10 Setting out of Works

All setting out required to carry out the work shall be undertaken by the Contractor. Setting out of the Works to be included in the tendered Bid Price.

C.3.2.4 Site Establishment

Services and Facilities Provided by The Employer: Nil

Facilities Provided by the Contractor: The Contractor is to provide facilities, necessary to complete the project as specified.

Storage and Laboratory Facilities: The Contractors to provide facilities, necessary to complete the project as specified.

Other Facilities and Services: The Contractors to provide facilities, necessary to complete the project as specified.

Vehicles and Equipment: The Contractors to provide vehicles and equipment necessary to complete the project as specified.

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

Advertising Rights: The Contractor may not place any advertising boards or the like on the site or in any public area without the express written permission of the employer.

Notice Boards: The Contractor must place a contract notice board outside his site camp as specified by the employer.

The Contractor must provide meeting facilities for the Employer and the Employers representatives, to conduct site meetings

The Contractor shall make his own arrangements concerning the supply of electrical power, water, telephone and all other services, both for use at the site establishment area as well as for the use in the construction of the Works. No direct payment shall be made for the provision of any service and the cost thereof shall be deemed to be included in the rates tendered for the various items of work for which these services are required

C.3.2.6 Permits and wayleaves

Wayleaves shall be supplied by the Contractor. The Contractors are to comply with the terms and conditions of the wayleaves as supplied by the various service provider departments.

Typical way leave approvals will include the following:

- Provincial Roads
- National Roads
- Railway services
- Electrical Cables and Overhead Power lines
- Telecommunication services
- Municipal Service

C.3.2.6 Construction in Confined Areas

It will be necessary for the Contractor to work within confined or restricted areas. No additional or extra over payment will be made as described for in "restricted areas" in the Standard Specifications. The Contractor shall note that measurement and payment will be in accordance with the specifications, excluding payment for work in restricted areas, irrespective of the method used, and that the rates and amounts tendered shall be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined or restricted areas and narrow widths at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties

PART C: CONTRACT

C3 SCOPE OF WORK

C3.3 Engineering

DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT, FREE STATE**BID NO.: DARD/RFT 05/2022****REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE TECHNOLOGY
DEMONSTRATION CENTRE (ATDC) GARIEP DAM****C 3.3: ENGINEERING****C 3.3.1 DRAWINGS ISSUED WITH THIS DOCUMENT**

The drawings found on the drawing list are applicable to the Contract and are issued with this tender document and will form part of the Contract Documents.

C 3.3.1.1 DESIGN BY ENGINEER

All permanent works required for construction shall be designed by the employer and his appointed agents / professional team.

Description	Responsibility
Design of Works	Engineer
Concept, feasibility and overall process	Client
Basic Engineering and detail layouts to tender stage	Engineer
Final Design of Works	Engineer
Final Design to approved for construction stage	Client
Preparation of tender documentation	Engineer
Appointment of sub consultant	Client
Appointment of sub-contractors	Contractor
Supervision	Engineer
Preparation of as-built drawings	Contractor / Engineer
Completion certificate	Engineer / Client / Contractor

C 3.3.1.2 "RECORD" DRAWINGS

The Contractor shall record all amendments and deviations from the drawings. This shall be done on a set of drawings specially allocated for this purpose. These drawings shall be handed to the Engineer on completion of the Works. The Completion Certificate **will not be issued** without this information having been submitted to the Engineer.

LIST OF DRAWINGS

Drawing No.	Description
21/117/615/50/W01/01/1	Annexure 1: Existing Topographic layout
21/117/615/50/W01/01/2	Annexure 2: Layout and Sections
21/117/615/50/W01/01/3	Annexure 3: Sections
21/117/615/50/W03/01-1	Annexure 4: Concrete sections
21/117/615/50/W04/01/1	Annexure 5: Steel grid layout

PART C: CONTRACT

C3 SCOPE OF WORK

C3.4 Procurement

DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT, FREE STATE

BID NO.: DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE TECHNOLOGY
DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

C 3.4 PROCUREMENT: GUIDELINES FOR SUBCONTRACTING AND LABOUR ENHANCEMENT

C.3.4.1 DEFINITIONS

"The community" means individual and communal property owners, organised groups of road users, other interest groups and departments or spheres of government that may be affected by the location, construction, operation and maintenance of the road to which this contract applies.

"Conventional contract" means any contract for the execution of civil engineering or building or similar construction works, in which the liabilities and responsibilities of the two parties thereto are assigned essentially in a manner which is consistent with that set out in the General Conditions of Contract for Road and Bridge Works for State Road Authorities, 1998 (as published by the Committee of Land Transport Officials) or other similar documents.

"Conventional subcontract" shall be similarly and appropriately construed.

"Contract Participation Goal" (or CPG), is the value of goods, services and works, excluding VAT, for which the Contractor proposes to engage labour and subcontractors.

"Contractor" means any person or group of persons in association, or firm, or body corporate who is registered with the Construction Industry Development Board (CIDB) and:

- a) have a contractor grading designation equal to or higher than a contractor grading designation specified for the Contract, or
- b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above

"Subcontractor" shall be similarly and appropriately construed.

"Emerging contractor" means an ABE that cannot reasonably be categorized as a conventional contractor defined above.

"Affirmable Business Enterprise (ABE)" means a business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and Independent Enterprise for profit, providing a Commercially Useful Function and:

- a) Which is at least two thirds owned by one or more previously disadvantaged individuals or, in the case of a company, at least two thirds of the shares are owned by one or more previously disadvantaged individual; and
- b) Whose management and daily business operations are in the control of one or more of the previously disadvantaged individuals who effectively own it.

"Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, and all other personnel in the permanent employ of the Contractor or his subcontractor who possess special skills and/or who play key roles in the Contractor's or subcontractor's operations.

"Worker" for the purposes of this specification means any person, not being one of the defined key personnel of the Contractor or his subcontractor, who is engaged by the Contractor or subcontractor to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

“Workforce” means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all his subcontractors.

“Subcontractor” means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the works are sublet or subcontracted by the Contractor in accordance with the provisions of the contract.

“Level of subcontractor” means the level of responsibility carried by and the assistance to be provided to the different grades of subcontractor in the execution of subcontracts.

“Project Committee” is the committee comprising out of the Employer’s representative, The Engineer or his representative, the Contractor or his representative and the CLO.

“CLO” is the Community Liaison Officer as appointed by the Contractor and paid under the Contract.

C.3.4.2 LABOUR ENHANCED CONSTRUCTION

The Contractor’s attention is drawn to the fact that it is an objective of the contract to maximize the labour content of certain operations or portions thereof. In this regard, where the specified work allows for a choice between mechanical or labour-enhanced means, the former shall generally be kept to the practical minimum.

The Contractor shall submit on a monthly basis on the date as determined by the Employer, daily labour returns on the prescribed templates to the Engineer indicating the numbers of labour employed on the works and the activities on which they were engaged.

It is also an objective to utilize SMME’s / ABE’s in the vicinity of the project, the development of these resources in the execution of the project, and by maximizing the amount of project funds retained within the project locality.

C.3.4.3 TEMPORARY WORKFORCE

a) Record of workforce and subcontractors

The Contractor shall maintain accurate and comprehensive records of all workers engaged on the contract and shall provide to the Engineer at monthly intervals from the commencement of the contract, interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Employer. Labour records of emerging contractors, SMME or ABE subcontractors, where applicable, shall also be provided by the Contractor and shall be deemed to form part of the workforce.

The Contractor shall, on completion of the contract, and as a pre-requisite to the release of any retention money, provide the Engineer with independently audited documentary evidence of the total number of employment opportunities actually generated during the contract.

The value of the target amount (minimum Contract Participation Goal) spent on local labour is prescribed elsewhere in this document.

b) Recruitment and selection procedures

The Contractor shall be responsible for the final selection of workers and subcontractors to constitute the temporary workforce but in doing so, shall adhere to the procedures adopted by the CLO along the following guidelines:

The Contractor shall advise the Engineer in writing, of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognizance of the provisions of the contract relating to training).

The CLO shall take the necessary actions to identify potential workers for the temporary workforce from communities in the vicinity of the works. The details of all persons applying for employment shall be recorded, including inter-alia:

1. Name, address, age and sex
2. Marital status and number of dependants
3. Qualifications and previous work experience (whether substantiated or not)
4. Period since last economically active
5. Preference for type of work or task.

The CLO shall make a selection of workers from amongst the applicants, taking due cognizance of his requirements for the workforce as supplied by the Contractor and the provisions of the contract in regard to the provision of training to selected members of the workforce and in accordance with the following principles:

No potential temporary worker shall be precluded from selection by virtue of a lack of skill in any suitable operation forming part of the works, unless:

- all available vacancies have been or can be filled by temporary workers who already possess suitable skills; or
- the completion period allowed in the contract, or the remaining portion of the contract period (as the case may be) is insufficient to facilitate the creation of the necessary skills;

The Contractor shall make a final selection from the list provided by the CLO using the following criteria:

- preference shall be given to the long term unemployed and single heads of households
- in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected and shall not be prejudicial to youth over the age of fifteen years and women.

The same provisions shall apply as is in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the contract.

c) Terms and Conditions pertaining to the Employment of the Temporary Workforce and subcontractors

The onus shall be on the Contractor to ensure that all the requirements of all the acts relating to the employment of workers and subcontractors are observed.

d) Labour Relations and Worker Grievance Procedures

In accordance with the provisions of the General Conditions of Contract, the Contractor shall, at his own cost, be fully responsible for the establishment and maintenance of satisfactory labour relations on site and the resolution of all grievances of temporary workers and subcontractors as may occur.

The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the civil engineering construction industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the contract.

In the event of any temporary worker engaged by the Contractor in terms of the contract, being aggrieved on any issue, he shall have the right to nominate and be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor, by one member of the temporary workforce.

In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures described above, then either the Contractor or the worker concerned may require that the matter be referred to the PC for further consideration, with a view to facilitating resolution thereof.

C.3.4.4 TRAINING OF THE TEMPORARY WORKFORCE

Selected members of the workforce are to be provided at least with structured training by a nominated subcontractor, in accordance with the provisions of this section. The Contractor shall make all necessary allowances in his program of work to accommodate and facilitate the delivery of such structured training.

ABE subcontractor's workforces will be entitled to receive accredited training that will improve on task skills necessary for the execution and successful completion of the various subcontracts. The Contractor, in conjunction with the Engineer, shall monitor each ABE's progress closely and shall identify those who will benefit from structured construction skills training

C.3.4.5 ACCREDITED TRAINING AND ATTENDANCE

Only qualified trainers employed by training agencies who are accredited by the Civil Engineering Industry Training Scheme (CEITS), or any other institution recognized by the Department of Labour shall deliver all training certificates affirming the successful participation in the various courses and shall be presented to each attendant.

The contractor shall facilitate in the delivery of training, by instructing and motivating the relevant subcontractor regarding his staff's attendance and participation therein.

The contractor shall further make all reasonable efforts to co-ordinate subcontractor's work with that of the delivery of the structured training

The provision of structured training shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of any other training of the workforce, additional to the structured training, as deemed to be necessary by the Contractor to achieve the execution and completion of the works strictly in accordance with the provisions of the contract.

C.3.4.6 PENALTIES FOR NON-COMPLIANCE

Any deliberate failure or neglect by the Contractor to comply with the provisions of this specification, or any deliberate omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in this specification, shall be deemed to constitute a warrant for the Engineer to act in terms of the Conditions of Contract or the penalties specified for non-attaining the prescribed CPG's will be applied and doubled.

C.3.4.7 MEASUREMENT AND PAYMENT

ITEM	UNIT
-------------	-------------

C3.3.1 Community Liaison Officer Salary provisional (Prov) sum

The provisional sum provided shall cover the salary of the duly elected and approved CLO.

C3.3.2 Training

a) Training of the temporary workforce

i) Technical training provisional (Prov) sum

ii) HIV/AIDS provisional (Prov) sum

The provisional sums provided shall cover all the cost for the training of the temporary workforce.

C3.3.3 Handling costs and profits in respect of items C3.3.1 and C3.3.2 percentage (%)

The tendered percentage is a percentage of the amounts actually spent under the items, which shall include full compensation for the handling costs of the Contractor, and the profit in connection with the training.

C3.3.6 Penalties

b) Targeted Labour percentage point

The penalty for item (b) for not attaining at least the tendered number of person-days will be calculated as follows:

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = \frac{1.0 \times (D - D_0)}{(100)} \times N_A$$

Where

D = tendered Contract Participation Goal percentage

D₀ = the Contract Participation Goal which the Engineer based on the credits passed, certifies as being achieved upon completion of the Contract

N_A = Net Amount (Contract expenditure, excluding VAT)

P = Rand value of penalty payable.

The Minimum set-aside on this contract for Targeted Labour is 7.5%

PART C: CONTRACT

C3 SCOPE OF WORK

C3.5 Management

DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT, FREE STATE**BID NO.: DARD/RFT 05/2022****REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE TECHNOLOGY
DEMONSTRATION CENTRE (ATDC) GARIEP DAM****C 3.5 MANAGEMENT****C 3.5.1 CONSTRUCTION PROGRAMME**

The Contractor must submit a detailed programme before commencement of any work based on prior experience and accounting for site conditions. The Engineer and the employer reserve the right to alter the programme to meet the priorities of the client. These amendments will be such that the Contractor will still be able to complete the works within the Bided construction time. The completion date of the contract shall be as indicated at the site handover meeting or in the appointment letter

In addition to the requirements of the General Conditions of Contract, the Contractor's programme shall:

- a) Be in a bar chart form;
- b) Show the various activities related to a time-chart indicating the sequence of performing the works comprising the contract;
- c) Indicate critical path activities.

C 3.5.1.1 ALLOWANCES

The Contractor's programme shall take the following into consideration:

- a) Expected weather conditions;
- b) Special non-working days as stipulated in the Tender;
- c) The accommodation and safeguarding of traffic.

C 3.5.2 PROGRESS REPORT

In addition, the Contractor shall submit to the Engineer at monthly intervals a progress report indicating the following details:

- (a) Work completed in previous month and total progress to date, per activity.
- (b) Activities behind program, for which the Contractor shall detail all reasons for such delays as well as the measures to be implemented to make up delays.
- (c) A GANTT chart showing the original program, the latest approved version of the program, actual progress achieved and revised completion dates, if and when applicable.

Failure to comply with all of the foregoing requirements shall entitle the Engineer to use a program based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation.

C 3.5.3 SITE MEETINGS

Regular meetings will be held between all relevant parties to establish the progress and / or delays and problems that might occur on site. Any problems of delays will be address accordingly and the Contractor will receive proper instructions with reference to this matter.

C 3.5.4 INSPECTION BY ENGINEER

No stage of construction shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer has inspected same, the Contractor shall at his own cost open the covered work for inspection. The Contractor shall also be responsible for making good any work damaged by such uncovering.

C 3.5.5 COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall, in performance of the Contract, comply with all applicable laws, regulations and statutory provisions and agreements, and shall in particular, on the request of the Engineer, provide proof that he has complied therewith regard to amongst others: Wages and conditions of work; and Safety

C 3.5.6 PAYMENT CERTIFICATES

As consideration for the construction, completion and defects correction of the Works, the Employer shall pay the Contractor in terms of the provisions of the Contract

C 3.5.7 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**C 3.5.7.1 Risk Assessments**

Every Contractor shall appoint a competent person in writing to perform a Risk Assessment before the commencement of any Construction work. This Risk Assessment shall form part of the Occupational Health and Safety Plan and be implemented and maintained as contemplated in Construction regulation 5(1).

The Risk Assessment shall include at least the following:

- the identification of the risks and hazards to which persons may be exposed to
- the analysis and evaluation of the identified risks and hazards
- a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified
- a monitoring plan, and
- a review plan

Based on the Risk Assessments, the Contractor must develop a set of site-specific Occupational Health & Safety rules that will be applied to regulate the Occupational Health & Safety aspects of the construction. The Risk Assessments, together with the site-specific Occupational Health & Safety rules shall be submitted to the Client before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure H, the Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments shall be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working Procedures (SWP) and the applicable Method Statements based on the Risk Assessments.

A risk Assessment shall be undertaken for all out-of-scope work. All contractors must include H&S costs in their Quoted price.

C 3.5.7.2 Review of Risk Assessments

The Contractor is to review the Hazard Identification, Risk Assessments and Safe Work Procedure's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes [monthly]. The Contractor shall provide the Client, all other concerned-parties with copies of any changes, alterations or amendments brought about by the above.

(a) Construction Regulations, 2014

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2014, which are bound in the Contract document, will be issued separately by the Employer.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

A payment item is/Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C 3.5.7.3 Protection of the Public

The Contractor is responsible for ensuring that non-employees affected by the construction work, like visitors, the surrounding community and passers-by, are made aware of the dangers likely to arise from the construction work as well as the precautionary measures to be observed to avoid or minimise these dangers. Appropriate signage must be posted to this effect and all employees on site shall be instructed to ensure that non-employees are protected at all times. All non-employees entering the site must receive induction into the hazards and risks and the control measures.

C 3.5.7.4 Barricades and Lighting

The Contractor is responsible for the provision of all fences, signs, barricades and lighting necessary for the protection of all persons, plant, vehicles, equipment or facilities, as required by the specification and requirements of the Occupational Health and Safety Act, 1993 and its regulations, as amended.

The Contractor is responsible for the maintenance, repair or replacement for whatever reason of fences, signs and barricades used for the Works. This includes for the provision of security guards for the safeguarding of the items provided should this be necessary.

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

C 3.5.7.5 Traffic Control on Roads

The Contractor shall be responsible for the safe and easy passage of public traffic past or over sections of streets of which he has occupation.

In addition to complying with the requirements of Sub-clause 5.1.1 of SANS 1200 D, the Contractor shall provide, erect, and maintain all warning and regulatory signs and barricades that may be necessary to ensure the safe and easy passage of public traffic past around or over sections of roads of which he has occupation.

C 3.5.7.6 Measures against Disease and Epidemics

The Contractor shall ensure that all sanitary requirements are in place

PART C: CONTRACT

C3 SCOPE OF WORK

C3.6 Amendments to the Standard Specifications

Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT, FREE STATE

BID NO.: DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE TECHNOLOGY
DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

C 3.6 AMENDMENTS TO THE STANDARD SPECIFICATION

**ANY AMENDMENTS TO THE STANDARD SPECIFICATIONS TO BE ATTACHED IMMEDIATELY AFTER
THIS PAGE.**

PART C: CONTRACT

C3 SCOPE OF WORK

C3.7 Health and Safety Specifications

DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT, FREE STATE

BID NO.: DARD/RFT 05/2022

**REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT THE AQUACULTURE TECHNOLOGY
DEMONSTRATION CENTRE (ATDC) GARIEP DAM**

C 3.7 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

1. HEALTH AND SAFETY SPECIFICATION

1.1 Scope

This Health & Safety Specification has been developed to address all aspects of occupational health and safety, as affected by the proposed construction work in accordance with the provisions in the Construction Regulations.

The specification provides the requirements that the Principle Contractor and other Contractors shall have to comply with in order to reduce the risks associated with the construction work to a level as low as reasonably practicable.

1.2 Introduction

In terms of Construction Regulation 5(1) (b) and (c) of the Occupational Health and Safety Act, No. 85 of 1993, the Client, or his Health and Safety Agent, is required to compile a Site Specific Health & Safety Specification for any intended project and provide such specification to the Designer as well as to any prospective tenderers.

The Client's further duties are stipulated in Clause 3, and in the Construction Regulations, published in Government Gazette No 37305 of 2014. This specification has an objective to ensure that Principle Contractors and other Contractors entering in to a Contract with the Client, achieve an acceptable level of Occupational Health & Safety performance. This document forms an integral part of the Contract and Principle Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principle Contractor and other Contractors from complying with minimum legal requirements. All Contractors remain responsible for the health & safety of his employees, persons other than his employees in terms of Section 9 of the Occupational Health and Safety Act, No. 85 of 1993 and those of his Mandatory's

1.3 General Occupational Health and Safety Provisions

1.3.1 Hazard Identification & Risk Assessment

1.3.1.1 *Development of Risk Assessments*

Every Contractor shall appoint a competent person in writing to perform a Risk Assessment before the commencement of any Construction work. This Risk Assessment shall form part of the Occupational Health and Safety Plan and be implemented and maintained as contemplated in Construction regulation 5(1).

The Risk Assessment shall include at least the following:

- the identification of the risks and hazards to which persons may be exposed to
- the analysis and evaluation of the identified risks and hazard
- a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified
- a monitoring plan, and
- a review plan

Based on the Risk Assessments, the Contractor must develop a set of site-specific Occupational Health & Safety rules that will be applied to regulate the Occupational Health & Safety aspects of the construction. The Risk Assessments, together with the site-specific Occupational Health & Safety rules shall be submitted to the Client before mobilisation on site commences.

The Contractor is required to conduct a baseline Risk Assessment of the risks he anticipates encountering during the project. The baseline Risk Assessment must include the Standard Working Procedures (SWP) and the applicable Method Statements based on the Risk Assessments.

1.3.1.2 **Review of Risk Assessments**

The Contractor is to review the Hazard Identification, Risk Assessments and Safe Work Procedure's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes [monthly].

The Contractor shall provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments brought about by the above.

1.3.2 **Legal Requirements**

All Contractors entering into a Contract with the Client, shall, as a minimum, comply with the:

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the Occupational Health Safety Act shall be available on site at all times.
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principle Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the Compensation for Occupational Injury and Diseases Act (CIODA) shall be available on site at all times.
- The Client must determine the competency of Contractors/persons he allows (authorise) to enter such premises.

1.3.3 **Structure and Responsibilities**

1.3.3.1 **Overall Supervision and Responsibility for Occupational Health and Safety**

- The Client is to ensure that the Contractor, appointed in terms of Construction Regulation 5(1) (k), implements and maintains the agreed and approved Occupational Health & Safety Plan.
 - The Chief Executive Officer of the Contractor, in terms of Section 16(1) of the Act, is to ensure that the Employer (as defined in the Act) complies with the Act. Annexure 5. "Audit System" may be used for this purpose.
 - It is a requirement that the Contractor, when he appoints Contractors in terms of Construction Regulations 7 includes an Occupational Health & Safety Act Section 37(2) agreement ("Agreement with Mandatory") in his agreement with such Contractors.
 - Every project must have an Occupational Health & Safety Act (85 /1993), Section 16(2) Appointee.
 - The client must ensure that the contractor appoints a Construction Supervisor and Assistant Construction Supervisor in terms of Construction Regulation 8(8)

1.3.3.2 Further (Specific) Supervision Responsibilities for Occupational Health & Safety

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. The appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

1.3.3.3 Designation of Occupational Health & Safety Representatives (Section 18 of the Occupational Health & Safety Act)

The Contractors shall ensure Occupational Health & Safety Representatives are appointed for every workplace where employees (including the employees of other Contractors) are exposed to risk.

Occupational Health & Safety Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

The Contractor shall ensure that the designated OH&S Representatives conduct an inspection of their respective areas of responsibility using a checklist and report thereon.

Occupational Health & Safety representatives shall be included in accident/incident investigations and must attend all Occupational Health & Safety committee meetings.

1.3.4 Administrative Controls and the Occupational Health & Safety File

1.3.4.1 The Occupational Health & Safety File

As required by Construction Regulation 7(1)(b), the Principal Contractor and other Contractors will each keep an updated Occupational Health & Safety File on site containing the following documents as a minimum:

- Permit to construct Notification of Construction Work (Construction Regulations 4)
- Copy of Occupational Health & Safety Act (updated) (Gen Administrative Regulation 4)
- Proof of Registration and good standing with a COID Insurer (Construction Regulation 5(1) (j))
- Occupational Health & Safety Programme/Plan agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction Reg 5(1)(q))
- Copies of Occupational Health & Safety Committee and other relevant Minute
- Designs/drawings

A list of Contractors including copies of the agreements between the parties (Section 37(2) agreement in terms of the OHS act) and the type of work being done by each Contractor

-
- Appointment/Designation forms (For example H&S rep, first aider etc.)
- Electrical Installations, -Equipment & -Appliances including temporary certificate of compliance
- All other applicable records

1.3.5 OH&S Goals & Objectives & Arrangements for Monitoring & Review of Occupational Health and Safety Performance

The Contractor is required to report all incidents to the Project Manager/Client. The Project manager must also submit an up to date report regarding all incidents to the Head, OHS.

1.3.6 Notification of Construction Work

The Contractors shall, where the Contract meets the requirements laid down in Construction Regulation 4, notify the Department of Labour at least 7 days before the commencement of work of the intention to carry out construction work.

A copy must be held on the Occupational Health & Safety File and included into the project file.

1.3.7 Training, Awareness and Competence

1.3.7.1 General Induction Training

All persons on site are to attend a general induction session presented by the Contractor.

All persons on the site shall be in possession of documentation/proof that they have undergone General Induction training.

The Contractor will be required to develop project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

1.3.7.2 Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment (for example overhead cranes) shall be in possession of documentation proving that they have undergone training to operate said vehicles, plant and equipment.

All employees in jobs requiring training in terms of the Act and Regulations shall be in possession of valid proof of training as required in the portfolio of evidence of the contractor.

1.3.7.3 Awareness & Promotion

The Contractor is required to have scheme in place to promote an Occupational Health & Safety awareness and culture in employees. The following are some of the methods that may be used:

- Toolbox Talks
- Occupational Health & Safety Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as Occupational Health & Safety circles.

1.3.7.4 **Competence**

The Contractor shall ensure that all appointed staff is competent and that all training required to do the work safely and without risk to health, has been completed before work commences.

The Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation change. Records of all training shall be kept on the Health & Safety file for auditing purposes.

1.3.8 **Consultation, Communication and Liaison**

Occupational Health & Safety Liaison between the Client, Principal Contractor, other Contractors, Designer and other concerned parties will be through the Client/Project Manager. In addition to the above, communication may be directly with the Client or his appointed Agent, verbally or in writing, as and when the need arises.

The Principle Contractor will be required to do Site Safety Audits with the Client/Project Manager on a basis to be determined between the two parties.

1.3.9 **Checking, Reporting and Corrective Actions**

1.3.9.1 **Monthly Audit by Client (Construction Regulation 4(1)(d))**

The **Client or his agent** will conduct minimum monthly audits to comply with Construction Regulation 5(1) (o) to ensure that the Contractor has implemented and is maintaining the agreed and approved Occupational Health & Safety Plan.

The Contractor is to conduct his own minimum monthly internal audits to verify compliance with his own Occupational Health & Safety plan.

The Occupational Health & Safety Representative is to conduct monthly inspections of their areas of responsibility and report thereon to their supervisor

All the results of the abovementioned inspections shall be in writing, reviewed, endorsed and placed on the Occupational Health & Safety File.

1.3.10 **Incident Reporting and Investigation**

1.3.10.1 **Reporting of Accidents and Incidents**

The Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:

- dies
- becomes unconscious
- loses a limb or part of a limb
- is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- a major incident occurred
- the health or safety of any person was endangered
- where a dangerous substance was spilled
- the uncontrolled release of any substance under pressure took place
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- machinery ran out of control

to the **Client** and to the Provincial Director of the Department of Labour forthwith (Section 24 of the Act & General Administrative Regulation 8.)

The Contractor is required to provide the **Client** with copies of all internal and external accident/incident investigation as well as all statutory reports required in terms of the Act within 7 days of the incident occurring.

1.3.10.2 Accident and Incident Investigation

The Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic and the results of the investigation shall be entered into the Accident/Incident Register.

The Contractor is responsible for the investigation of all minor, non-injury incidents and near misses. The Client reserves the right to hold its own investigation into an incident or call for an independent external investigation.

1.3.11 Operational Control

1.3.11.1 Emergency Preparedness, Contingency Planning and Response

The Contractor shall appoint a competent person to act as Emergency Coordinator.

The Contractor shall conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures.

1.3.11.2 First Aid

The Contractor shall provide relevant First Aid equipment and have qualified First Aider/s on site as required by General Safety Regulation 3 of the Occupational Health & Safety Act.

1.3.11.3 Security

The Contractor shall develop, implement and maintain Security- and Site Access Control rules and procedures throughout the construction period. Access control shall include the rule that non-employees will not be allowed on site unaccompanied.

1.3.11.4 Fall Protection (Working in Elevated Positions)

Any work undertaken at height above ground level higher than two metres or any floor level will be classified as "Work in Elevated Positions" and a pre-emptive Risk Assessment shall be carried out.

Workers working in elevated positions shall be trained to do this safely, without risk and compliant with legislation.

Risk Assessment shall take the possibility into account of persons falling through fragile material, skylights and other openings in the roof.

1.3.11.5 Structures

The Contractor shall ensure that:

- Steps are taken to ensure that no structure becomes unstable or collapses due to construction work being performed on it or in the vicinity of it
- No structure is overloaded to the extent where it becomes unsafe

- He/she has received from the designer the following information:
- Information on known or anticipated hazards relating to the construction work and the relevant information required for the safe execution of the construction work.
- A geo-scientific report (where applicable)
- The loading the structure is designed to bear
- The methods and sequence of the construction process
- All drawings pertaining to the design are on site and available for inspection

1.3.11.6 Temporary Works

Temporary work shall be carried out under the supervision of a competent person designated in writing to do so.

All drawings pertaining to the temporary work shall be kept available on site. A competent person shall check all equipment used in the erection of temporary work before it is used.

1.3.11.7 Access Scaffolding

Access Scaffolding shall be erected, used and maintained safely in accordance with Construction Regulation 16 and SA Bureau of Standards Code of Practice, SANS 085 entitled, "The Design, Erection, Use & Inspection of Access Scaffolding.

Detailed consideration shall be given to all scaffolding to ensure that it is properly planned to meet the working requirements.

Scaffolding may only be erected, altered or dismantled by a person who has adequate training and experience in this type of work or under the supervision of such a person (Proof of competence to be put on the OHS File).

1.3.11.8 Construction Vehicles & Mobile Plant(CV&MP)

All Construction Vehicles and Mobile Plant shall be inspected by the Contractor prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the Occupational Health & Safety Act and Regulations.

No unauthorised persons are to be allowed to drive CV&MP. Operators/drivers of CV&MP shall be competent to operate the equipment safely and be in possession of a valid medical certificate issued by an Occupational Medicine Practitioner testifying that the holder is physically and psychologically fit to operate the equipment.

1.3.11.9 Electrical Installations

Temporary electrical installations shall be carried out by competent persons, and controlled by a competent person that has been appointed to do so in writing, in accordance with Construction Regulation 24 and the Electrical Installation Regulations. Temporary electrical installations shall be inspected at least once per week by a competent person and a record of the inspections kept in the Occupational Health & Safety File.

The Contractor shall ensure that:

- existing electrical services are located and marked before construction commences and during the progress thereof. Where this is not possible, workers with jackhammers etc. are to be protected against electric shock by the use of suitable protective equipment like insulated handles, rubber mats etc.
- electrical installations and -machinery are sufficiently robust to withstand working conditions on site.

- all electrical machinery used on site are inspected before start-up on a daily basis by a competent person and that a record of the inspection is kept in the Occupational Health & Safety File.

An electrical and mechanical lock-out procedure for the construction site shall be developed by the Principle Contractor and submitted for approval by the Project Manager before construction commences. This lock-out procedure shall be adhered to by all Contractors on site.

1.3.11.10 **Housekeeping**

The Contractor shall ensure that good housekeeping practises are implemented so that:

- an unimpeded work space is maintained for every employee.
- the walls and roof of every indoor workplace is sound and leak-free.
- every workplace is kept clean, orderly and free of tools and materials that is not required for the work being done.
- every floor, walkway, stair, passage and gangway is kept in a good state of repair, skid-free and free of obstruction, waste and materials.
- catch platforms or -nets are erected over entry and exit ways or over places where persons are working to prevent them being struck by falling objects.
- openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fenced, boarded over or provided with protection to prevent persons from falling through or off them.
- materials and equipment are stored properly.
- materials ready for use is placed safely and not allowed to accumulate or cause an obstruction to pedestrian and vehicular traffic.
- Scrap, waste and debris is removed regularly and in a safe manner.
- construction sites are fenced off to prevent entry by unauthorised persons.

1.3.11.11 **Eating-, Changing-, Washing- and Toilet Facilities**

Eating facilities should be provided in a location that is sheltered from the elements.

Adequate changing-, washing – and toilet facilities shall be provided for both sexes.

At least 1 shower per 15 workers and 1 toilet per 30 workers shall be provided. Chemical toilets may be used instead of the water borne sewerage type.

1.3.11.12 **Personal & Other Protective Equipment**

The Contractor shall identify the hazards in the workplace and endeavour to eliminate them. Where this is not possible, suitable steps shall be taken to protect workers from these hazards. Engineering- and other solutions to mitigate the hazard(s) should be attempted before the issue of **personal protective equipment (PPE)** is considered.

The Contractor is required to inform employees of health and safety hazards and issue them with suitable equipment to protect them from these hazards. It is a further requirement that the Contractor maintains the equipment and instructs and train employees in the use of the equipment. Employees do not have the right to refuse to use/wear safety equipment.

1.3.11.13 **Portable Electrical Tools & Equipment**

Portable electrical tools and equipment is defined as units taking electrical power from 220Volt 15 Amp power outlets and is moved around the workplace to perform work like drilling, sawing, grinding etc. and also include portable lights. Electrical appliances, on the other hand, include items like fridges, stoves and heaters.

1.3.11.14 **Public Health & Safety**

- The Contractor is responsible for ensuring that non-employees affected by the construction work, like visitors, the surrounding community and passers-by, are made aware of the dangers likely to arise from the construction work as well as the precautionary measures to be observed to avoid or minimise these dangers. Appropriate signage must be posted to this effect and all employees on site shall be instructed to ensure that non-employees are protected at all times. All non-employees entering the site must receive induction into the hazards and risks and the control measures

PART C: CONTRACT

C4 SITE INFORMATION

C4.1 Scope

C4.2 Nature of Ground and Subsoil Investigation

C4.3 Existing Services

C4.1 Scope

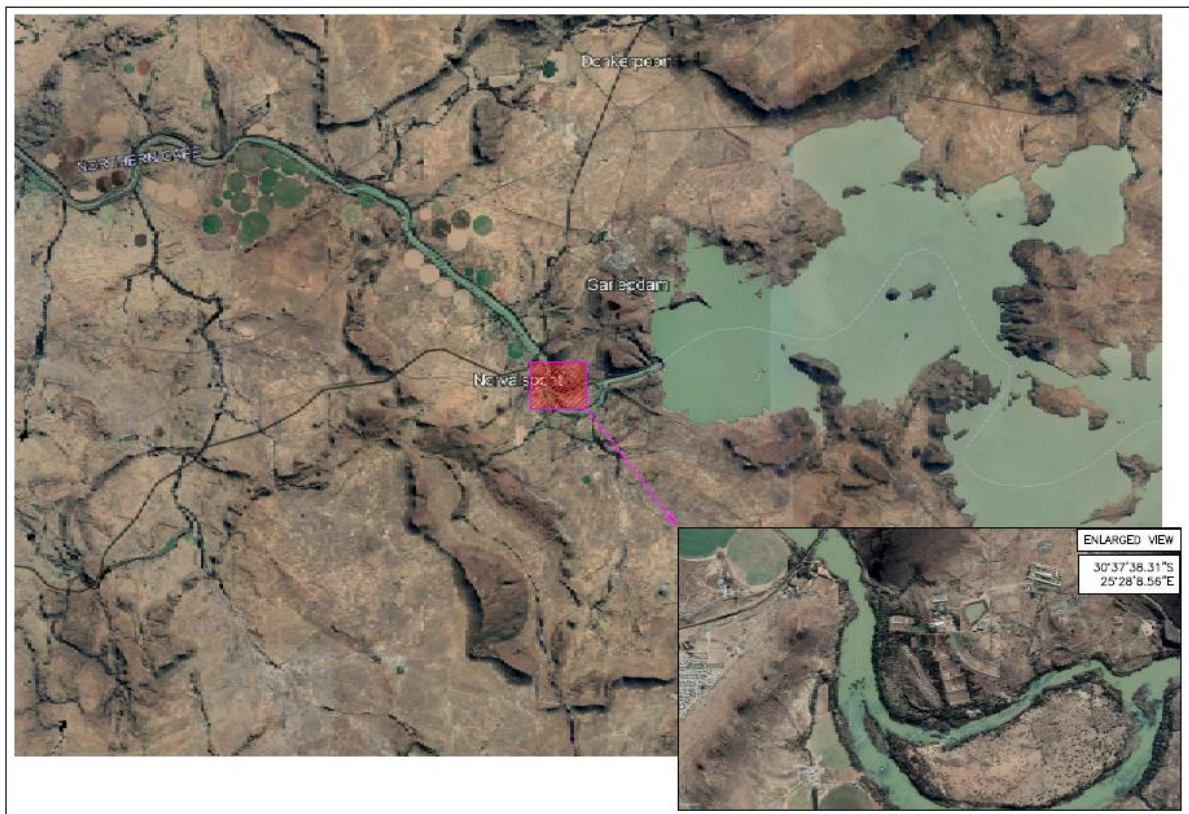
The documentation included describes the site as at the time of tender to enable the Tenderer to price his tender and to decide upon his method of working and programming.

C 4.2 NATURE OF GROUND AND SUBSOIL INVESTIGATIONS

A geotechnical study was done for the site. The report is available from the Department. Provision was made in the tender document for exploration to find suitable material for construction where the study is lacking.

C 4.3 EXISTING SERVICES

The proposed construction is at the location of a failed dam embankment. The site comprises of concrete and steel debris covered in soil due to the failed earth dam embankment. The existing draw-down structure (concrete inlet structure) is still visible on site and will have to be removed. All previously imported material must be removed prior to construction of the new earth dam embankment.



PART C: CONTRACT

DRAWINGS

LIST OF DRAWINGS

Drawing No.	Description
21/117/615/50/W01/01/1	Annexure 1: Existing Topographic layout
21/117/615/50/W01/01/2	Annexure 2: Layout and Sections
21/117/615/50/W01/01/3	Annexure 3: Sections
21/117/615/50/W03/01-1	Annexure 4: Concrete sections
21/117/615/50/W04/01/1	Annexure 5: Steel grid layout

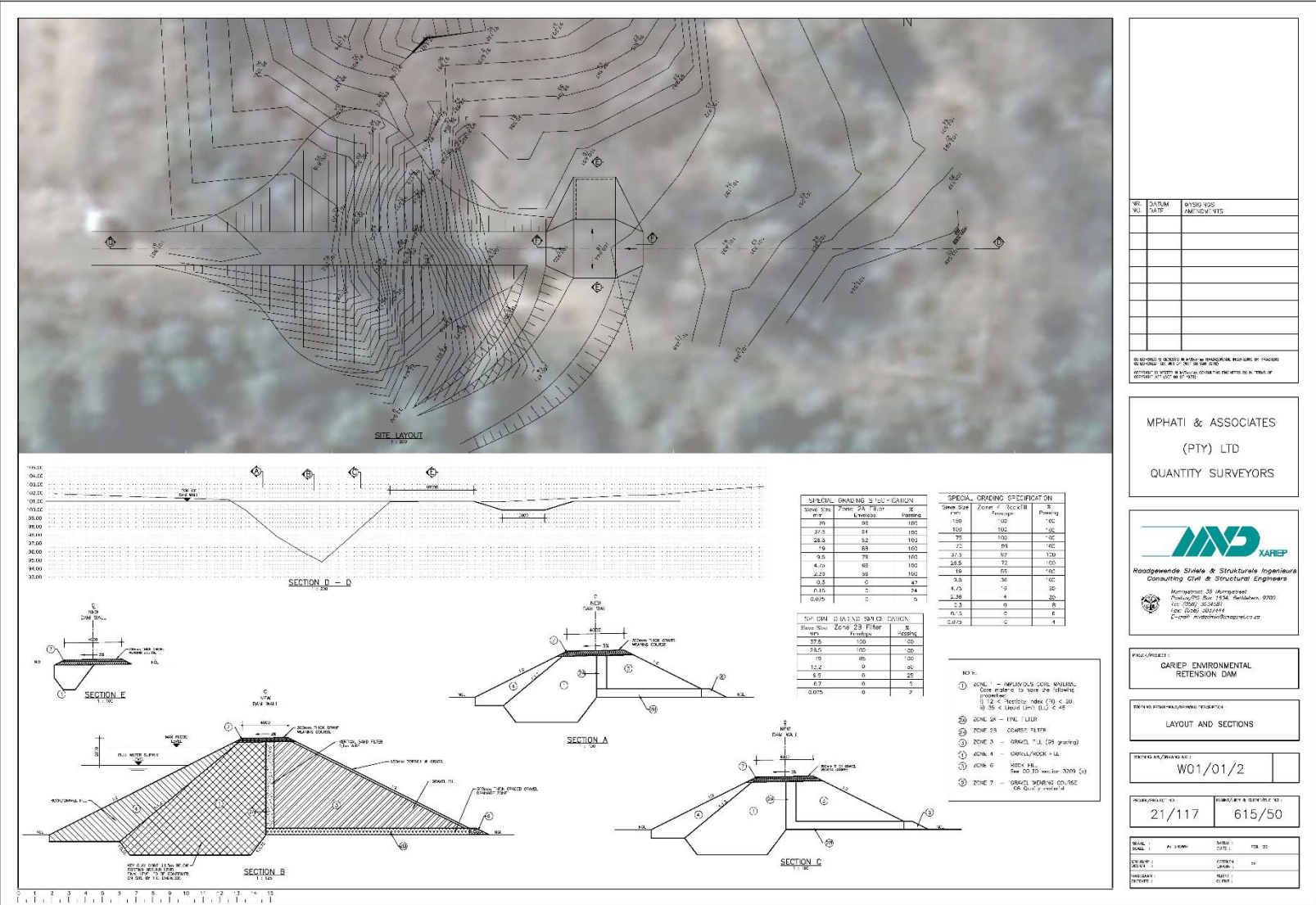
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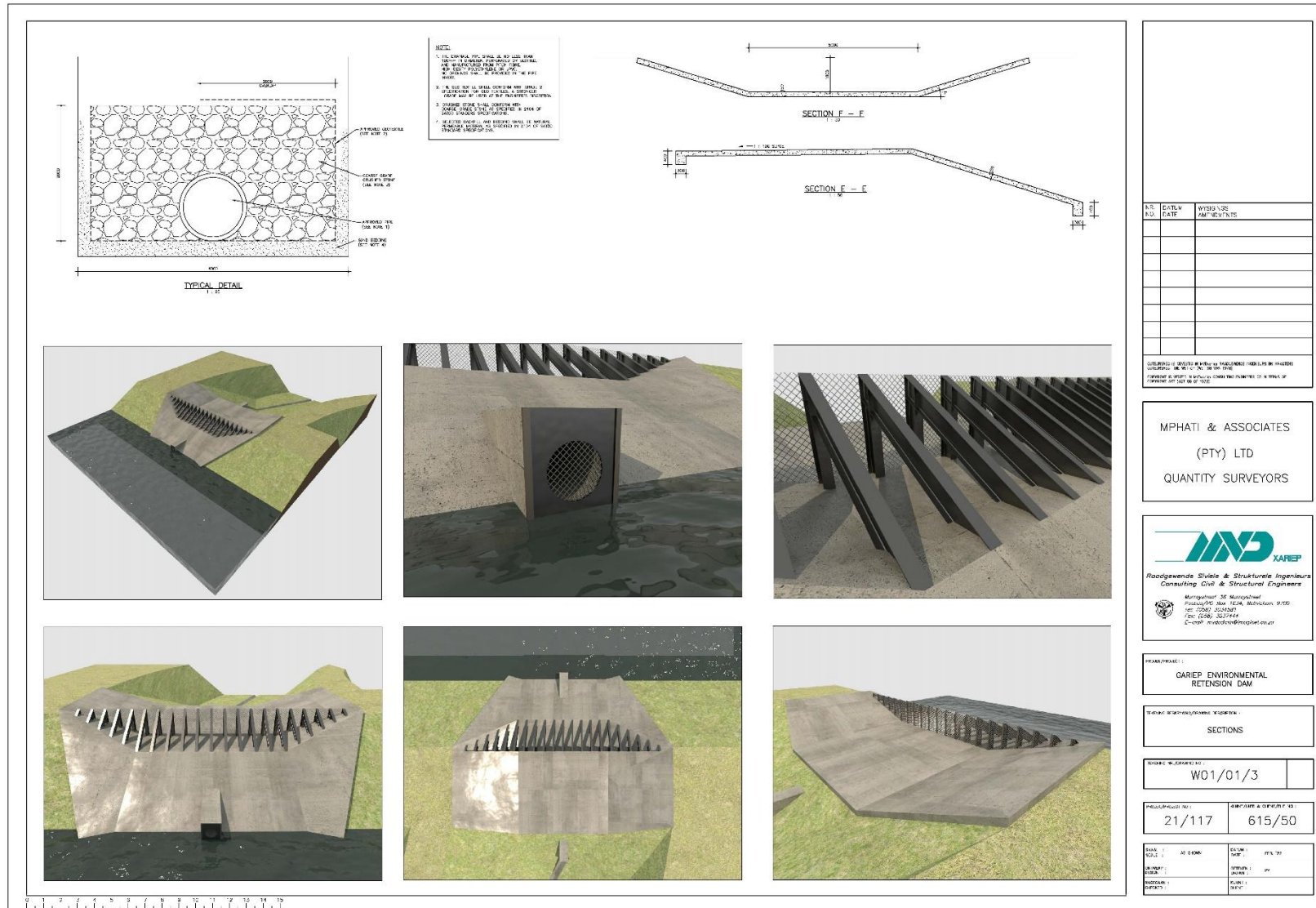
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Annexure 1



Initial: _____

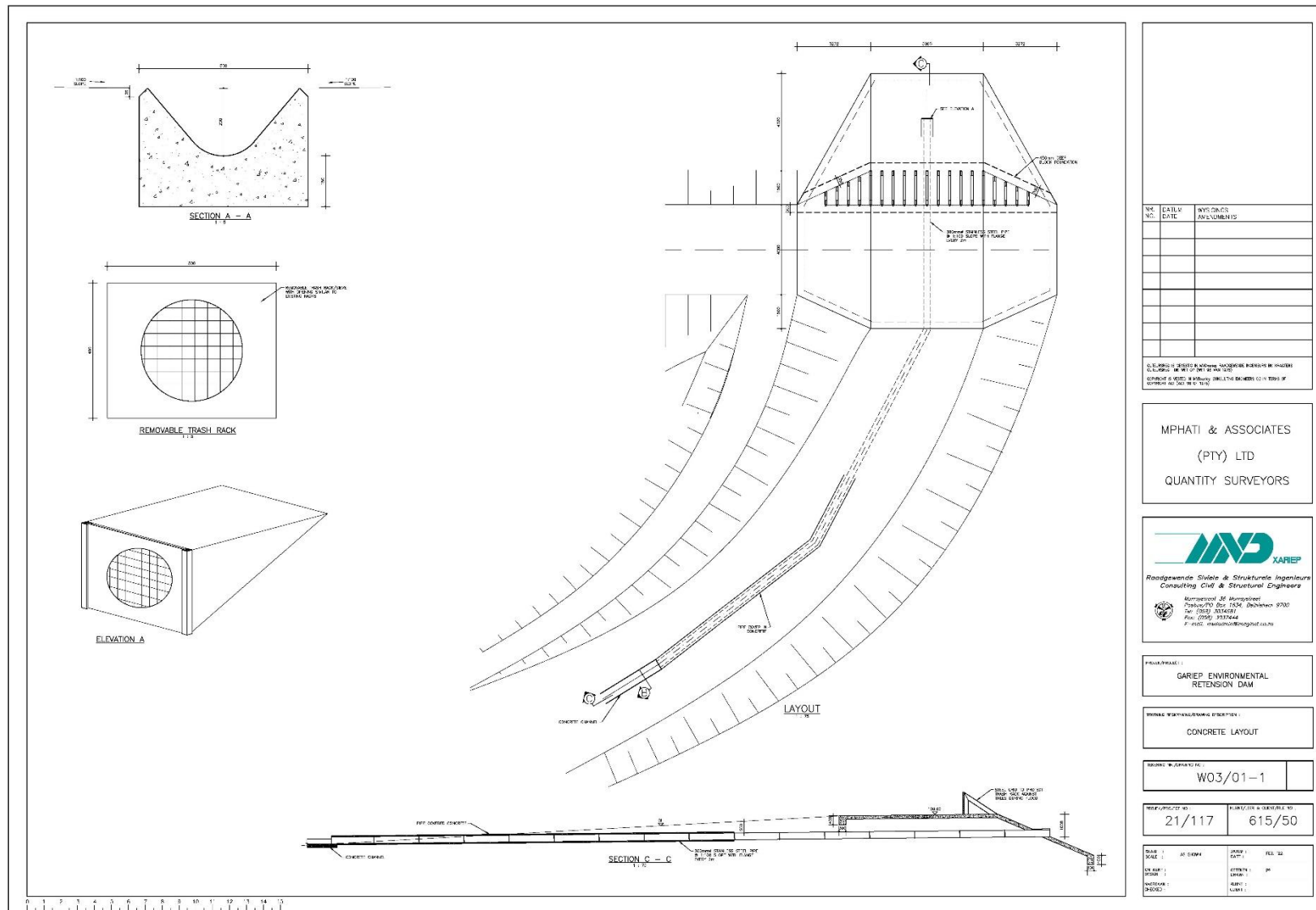




Name of Tenderer:

DARD/RFT 05/2022: REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM AT ATDC, GARIEP DAM

Annexure 4



Initial: _____

