



BID NUMBER: 15/FY/24

**UPGRADING OF INTERNAL ACCESS ROAD AT
HLULEKA NATURE RESERVE**

Closing Date& Time : 31 October 2023 @ 11:00 am

A Tender for Category : 5CE CIDB Registered Contractors ONLY

Compulsory Briefing : Date: 10 October 2023 @ 12h00 noon

Venue : Hluleka Nature Reserve

GPS Co-ordinates : Latitude: 31°49'0.90"S Longitude: 29°18'41.19"E

Name of Tenderer : _____

Total Bid Price : _____

CSD Number : _____

CIDB CRS Number : _____

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TENDER SUMMARY PAGE

NAME OF TENDERER

.....

DETAILS OF CONTACT PERSON:

NAME

.....

TELEPHONE NUMBER

.....

FAX NUMBER

.....

E-MAIL ADDRESS

.....

ADDRESS OF TENDERER

.....

.....

.....

.....

VAT REGISTRATION NO.

.....

SPECIFIC GOALS CLAIMED

(Max.20points)

.....

CONSTRUCTION PERIOD OFFERED

8 MONTHS

.....

*(Measured from date of official Site Hand-Over)

DATE OF TENDER

.....

TENDERER 'S SIGNATURE

.....

(Person authorized to sign the TENDER)

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1: TENDER

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PART T1: TENDERING PROCEDURES

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PART T1: TENDERING PROCEDURES

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T1.T

T1.1 TENDER NOTICE AND INVITATION TO TENDER

CONTRACT NO.: 15/FY/24

THE UPGRADING OF INTERNAL ACCESS ROAD AT HLULEKA NATURE RESERVE

Tenderers should have a CIDB contractor grading designation 5CE ONLY. Bidders with designated grading higher or lower than 5CE will not be considered.

Tenderers will be evaluated on three stages. In Stage 1 bids will be evaluated on compliance with bid requirements. Bidders who comply with all the requirements of Stage 1 will be evaluated on Stage 2 for Price and Specific goals utilizing **80/20** Preference Point System.

The Tender documents will only be obtainable as from the 29th of September 2023 and should be downloaded from the following websites: www.visiteasterncape.co.za/procurement/tenders; or www.ectreasury.gov.za;

A **COMPULSORY TENDER CLARIFICATION MEETING** will be held on the **10th of October 2023 @ 12h00 noon** at Hluleka Nature Reserve GPS coordinates Latitude: **31°49'0.90"S** Longitude: **29°18'41.19"E**

Tenderers should already be in possession of the tender document and be familiar with the contents thereof.

The lowest or any tender will not necessarily be accepted, and the agency reserves the right to accept the Tender as a whole or in part. Bids must remain valid for a period of **150 days** after the closing date for the submission of bids, during which period a tender may not be amended or withdrawn and may be accepted at any time by the entity. The closing date and time for receipt of bids is **31 October 2023 @ 11:00 am**

Bids must be enclosed in a sealed envelope bearing the name of the Tenderer as well as the applicable tender heading, reference number, closing time and due date and must be addressed to, **The Chief Executive Officer**, and must be submitted in the tender box located at, 17-25 Oxford Street, Corner Oxford and Fleet Street East London, before the closing time and date.

TECHNICAL ENQUIRIES

1. Ms M. Lawana, Project Manager: Tel: 043 705 4400, Fax: 043 742 5566, E-mail: Mandilakhe.Lawana@ecpta.co.za
2. Mr. M Sandi, Supply Chain Management: Tel: 043 705 4400, Fax 086 206 0595, E-mail: Mcebisi.Sandi@ecpta.co.za

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T1.2 TENDER DATA

The conditions of bid are the Standard Conditions of Bid as contained in Annex F of Board Notice 136 of 2015 in Government Gazette No. 30960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement as is available from the CIDB website (see www.cidb.co.za)

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender to which it mainly applies.

F.1.1 Actions

The Employer for this Contract will be the instance named in the Contract Data.

F.1.2 Tender Documents

(a) **The Tender Document** issued by the Employer comprises of the following:

THE TENDER		
Part T1	:	Tender Procedures
T1.1	:	Tender Notice and Invitation to Tender
T1.2	:	Tender Data
Appendix	:	Standard Conditions to Tender
Part T2		Returnable Documents
T2.1		Forms, Certificates and Schedules required for Evaluation of Tender Responsiveness
T2.2		Other Forms, Certificates and Schedules that will be Incorporated into the Contract
T2.3		Documentation, Forms and Schedules Required for Tender Evaluation Purposes
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C3.2		Project Specifications
C3.3		Particular Specifications
C.4		Drawings
Part C4		Site Information
C4.1		Geotechnical Information of Site

The Tender Document and the drawings shall be obtained from the Employer or his authorised representative at the physical address stated in the Tender Notice, upon payment of the amount stated in the Tender Notice.

The following documents are relevant to this Tender and Tenderers are advised to obtain their own copies thereof:

- (a) **“General Conditions of Contract for Construction Works, Third Edition (2015)’ issued by the South African Institution of Civil Engineering (abbreviated title ‘General Conditions of Contract 2015’ – ‘GCC 2015’).”**
- (b)
- (c) **“Code of Practice for the application of the National Building Regulations “SABS 0400-1990**
- (d) **The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003 (Government Gazette**

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No 25207 of 18 July 2003, Notice No R1010).

- (e) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.
- (i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Gazette Notice No 33239 of 28 May 2010,
- (ii) SANS 1921:2004 Construction and Management

Part 1 : General Engineering and Construction Works;

Part 2 : Accommodation of Traffic on Public Roads occupied by the Contractor Part 3 : Structural Steelwork

Part 5 : Earthworks Activities which are to be performed by hand

- (iii) Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Regulations as published in the Government Gazette No. 34350 of 8 June 2011

F.1.4 Communication and Employer's Agent

The Employer's agent is : Mr Prenolan Thaver

Address : 45 Richefond Circle

Offices 218 Second Floor

Ridgeside Office Park

Umhlanga

Contact Number : (031) 566 1160

F.2.1 Eligibility

A Tenderer will not be eligible to submit a Tender if:

- (a) the Contractor submitting the Tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) the Tenderer does not have the legal capacity to enter into the contract;
- (c) the Contractor submitting the Tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal

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proceedings in respect of the foregoing;

- (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;
- (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract.
- (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

The following Tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their Bids evaluated:

Joint ventures are eligible to submit Bids provided that:

- (a) every member of the joint venture is registered with the CIDB

F.2.7 Site visit and clarification meeting

The arrangements for the clarification meeting and site inspection, which is **compulsory** for this contract, are as follows:

Compulsory Meeting - Location/venue/platform: Hluleka Nature Reserve

Date: 10 October 2023 @ 12h00

GPS Co- ordinates: Latitude: 31°49'0.90"S Longitude: 29°18'41.19"E

Alternative Tender offers

No alternative offers will be considered, but the original tender document needs to be completed and submitted as well.

F.2.12 Submitting a Tender Offer

Tender offers shall be submitted as an original only. All three volumes of the tender document must be printed and neatly ring bound. All three documents must be submitted on the tender closing date with all the relevant information completed and pages signed. All the required information and documentation required for the evaluation of the tender must be bound into the document. The Provisional Bills of Quantities must be completed by hand.

F.2.13.1 Delivery of Tender

The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:

Location of Tender boxes: At Reception in the offices of Eastern Cape Parks & Tourism, East London

Physical address: (1) 17-25 Oxford Street, Corner Oxford and Fleet, East London

Identification Details: **UPGRADING OF INTERNAL ACCESS ROAD WITHIN THE HLULEKA NATURE RESERVE**

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F.2.15 Closing time

The closing time for submission of Tender Offers is Tuesday, 31 October 2023 **11:00am** .

Telephonic, telegraphic, telex, facsimile, electronic or e-mailed Bids will not be accepted.

F.2.16 Tender offer validity

The Tender offer validity period is 150 days from the closing time for submission of Bids.

F.2.17 Clarification of Tender Offer after submission

For this contract the employer may, after clarification with the Tenderer, agree to amend the total of the prices stated by the Tenderer in his Tender offer.

F.2.19 Inspections, tests and analyses

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

F.2.22 Return of Tender Documents

Where a Tenderer who received a Tender document does not submit a Tender, the Tender documents issued to him must be returned to the Employer within 14 days after the closing date for submission of Bids.

F2.23 Certificates

The following documentation must be provided with the Tender:

1. A Copy of the Central Supplier Database (CSD) FULL Report for the month of October 2023
2. Proof of Contractor Registration with the CIDB (CRS number to be provided).
3. A Valid Copy of the Tenderer's Workmen's Compensation Certificate, Act 4 of 2002.
4. A Valid Copy of the Tenderer's Unemployment Insurance Certificate, Act 4 of 2002.
5. A signed Joint Venture Agreement (if Tenderer is a Joint Venture)

F.3.4 Opening of Tender Submissions

Bids will be opened in public at the date and time stipulated in the tender advert.

F.3.5 One -envelope system

The one envelope system will be followed for this Tender.

F.3.9 Arithmetical Errors, omissions and discrepancies

- **Add to clause F.3.9.1 the following:**

"If it is found obvious that a bona-fide mistake was made in writing out the Tender amount, or if the total Tender amount is corrected according to the prescripts of **F.3.9.2 to F3.9.4** below, the amount in words shall be amended".

- **Replace clauses F.3.9.2, F3.9.3 and F3.9.4 with the following:**

"Check responsive Tender offers for arithmetical errors, correcting them in the following manner:

- (a) If a Bills of Quantities (or schedule of quantities or schedule of rates) applies

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and there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the **unit rate as quoted shall govern** and the **line item total shall be corrected**.

However, in exceptional cases where, in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in either the unit rate or line total, or where the error was obviously not a result of incorrect arithmetic but rather the result of a writing error, the Employer reserves the right to correct either the Tendered rate or the line total as the case may be, subject to clarification in terms of Clause F.2.17.

- (b) Where there is an error in the total of the prices, either as a result of corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall be adjusted to obtain the correct Tender value."

F.3.11 Evaluation of Tender Offers

Before evaluating Tender offers, the Bids will be in accordance with Method 2 of the CIDB Standard Tender Evaluation in three stages, namely:

- Stage 1: Compliance with bid requirements
- Stage 2: Financial Offer and Preference Evaluation
- Stage 3: Risk Assessment

Stage 1: Compliance with bid requirements

Bidders must comply with the set of compliance requirements listed below. Failure to comply with Any of the below requirements will lead to immediate rejection of the bid.

- (i) **Compulsory Briefing:** Bidders must attend the compulsory briefing meeting on site.
- (ii) **CIDB:** Bidders must be registered with CIDB with a contractor grading designation equal to **5CE Only**. Contractors with designation of (6CE or higher) and (4CE or lower) will not be considered.
- (iii) **Company Experience:** Bidders MUST provide evidence of completion of at least two (2) road related projects (CE). Proof will be accepted in the form of **Practical Completion certificates** and or **completion certificate ONLY**. Only projects with a rand value of **R2,000,000.00** and above will be considered for evaluation.

(iv) Methodology

The bidder shall submit a project proposal highlighting the methodology to be used in the project. The proposal submitted must demonstrate the bidder's level of understanding of the project scope and should include the following sections;

- Preliminary program
- Methodology and approach

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- Project Organogram
- Quality Plan and approach
- Occupational Health and Safety Plan for the project
- Environmental Management Plan for the project
- Cash-flow projections

Bidders must take note of the following factors which will be used in evaluating responsiveness of submissions.

- The Preliminary Programme submitted must include the full scope of work as described in the work specification and schedule of quantities. It should highlight all the planned activities, the sequence of executing the works and the completion timeframes of the activities. The logic of the sequencing of construction activities and correlation with the cash flow shall be considered together with practicality of the completion timeframes provided for the respective activities.
- The Methodology submitted must demonstrate the approach to be used in carrying out construction activities and must be inclusive of the methodology for road upgrades and paving including re-gravelling.
- The Occupational Health & Safety Plan and Environmental Management Plan submitted must be project specific and should highlight the bidder's awareness and commitment to compliance with all relevant regulations i.e. (Construction Regulations, 2014; OHS ACT 1993; National Environmental Management Act, 1998; Environmental Conservation Act, 1989 etc.).

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- (v) **Team Capability:** Bidders must provide CV's and copies of qualifications (where applicable) for the following team members.

Resources	Qualifications	No of years' Experience
Site Agent	B-Tech/ National Diploma or higher in Civil/ Building	5 or higher
Contract Manager	B-Tech/ National Diploma or higher in Civil/Building or Professional Registration as Construction Manager with SACPCMP (Pr.CM)	8 or Higher
Foreman	N/A	8 or Higher
Occupational Health and Safety Officer	SACPCMP registration, NOSA Certification or any other NQF 5 or higher relevant qualification in OHS	1 or Higher
Environmental Control Representative/ Officer	Relevant Certification/Qualification	1 or higher

(vi) **PLANT AND EQUIPMENT**

At minimal level the following plants and equipment has been identified as critical to have or hire for execution of the project. Bidders must submit evidence of availability of plant as per the schedule below:

Plant and Equipment	Evidence required
1 x Grader	• Proof of ownership, or • Proof of purchase, or • Lease agreement with the owner
1 x Tipper truck	• Proof of ownership, or

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	• Proof of purchase, or • Lease agreement with the owner
1 x TLB/ Excavator	• Proof of ownership, or • Proof of purchase, or • Lease agreement with the owner
1 x Water Truck	• Proof of ownership, or • Proof of purchase, or • Lease agreement with the owner
1 x Grid roller (4x4) or 1 x self – propelled vibrator pad-foot roller (15t)	• Proof of ownership, or • Proof of purchase, or • Lease agreement with the owner
1 x Dumpy or Auto Level	• Proof of ownership, or • Proof of purchase, or • Lease agreement with the owner
1 x Loader (0.5m ³ bucket)	• Proof of purchase, or • Pictures, or • lease agreement with the owner

NB: Failure to comply with any of the above requirements will lead to immediate rejection of the bid.

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Stage 2: Price and Specific Goals

Criteria	Points
Price	80
Specific Goals	20
Total	100

Price and specific goals points will be calculated as described in the Preferential Procurement Regulations of 2022. SBD 6.1 form must be used to claim points for specific goals for the company. A copy of CSD report, Medical Certificate and Proof of Address must be submitted as proof of specific goals. When the above documentation is not provided as proof the company will automatically score zero points for specific goals.

Stage 3: Risk Analysis

In addition to the evaluation of Responsiveness, a risk analysis will be performed on the Tenderers having the highest ranking / number of points to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of:

- a) Clause F.3.13 of the Standard Conditions of Tender
- b) Unduly high or unduly low Tendered rates or amounts in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the rates entered in the Bill of Quantities are reasonable and balanced. Bids may be disqualified if Tendered rates are found to be distorted. Such evaluation will include "Rate Only" items;
- c) Contract data provided by the contractor; and
- d) The contents of the Tender Returnables which are to be included in the contract

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- i) The ECPTA reserves the right to negotiate market related rates with any bidder that has a potential of being awarded the bid.
- ii) The Eastern Cape Parks & Tourism Agency Supply Chain Management Policy will apply.
- iii) Bidders must be registered with the National Treasury Central Supplier Database (CSD)
- iv) Eastern Cape Parks & Tourism Agency does not bind itself to accept the highest bid or any other bid and reserves the right to accept the whole or part of the bid.
- v) Bids which are late, incomplete, unsigned, or submitted by facsimile or electronically, will not be accepted.
- vi) Bids submitted are to hold good for a period of **150 days**

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- vii) ECPTA reserves the right to terminate the contract if not satisfied with the work produced by the service provider. Only bidders that have met the requirements of the proposal / specification shall be considered during the adjudication process.
- viii) Companies that bid as joint venture must submit an official signed business agreement by both parties. If the service provider does not meet this requirement, it will be automatically disqualified.
- ix) The ECPTA Bid Committee and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents.

Cancellation and re-invitation of Bids

The employer may, prior to the award of a Tender, cancel the Tender if –

- (a) due to changed circumstances, there is no longer a need for the goods or services specified in the invitation
- (b) funds are no longer available to cover the total envisaged expenditure;
- (c) no acceptable Bids are received; or
- (d) there is material irregularity in the tender process

If the Tender is cancelled, it shall be published in the Government Tender Bulletin or the media in which the original Tender invitation was advertised, and all invited tenderers will be informed.

The following conditions shall apply:

- (i) Any discounts offered unconditionally shall be taken into account when calculating comparative prices.
- (ii) Although discounts offered conditionally shall not be taken into account for evaluation purposes, such discounts shall be implemented when payment is affected (should the Tender prove to be successful).
- (iii) Points scored shall be rounded off to the nearest 2 decimal places.
- (iv) In the event that two or more Bids score equal total points, the successful Tender must be the one scoring the highest number of preference points for Specific Goals. However, when functionality is part of the valuation process and two or more Bids have scored equal points including equal preference points for Specific Goals, the successful Tender must be the one scoring the highest score for functionality. Should two or more Bids be equal in all respects, the award shall be decided by the drawing of lots.

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Declarations

A Tender must, in the manner stipulated in the Tender document, declare that:

- (a) the information provided is true and correct;
- (b) the signatory to the Tender document is duly authorized; and
- (c) documentary proof regarding any Tendering issue will, when required, be submitted to the satisfaction of the relevant organ of state.

If it is detected that –

- (a) Specific Goals been claimed or obtained on a fraudulent basis; or
- (b) any of the conditions of the contract have not been fulfilled.

The employer shall act against the Tenderer or person guilty of such misconduct.

In addition to any other remedy the employer may have against such person(s), the employer may also:

- (a) disqualify the person from the Tendering process;
- (b) recover all 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 favorable arrangements due to such cancellation;
- (d) restrict the Tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

Tax Clearance

- a) It is essential to ensure that persons conducting business with the State are tax compliant at the awarding of bids as no bid may be awarded to persons who are not tax compliant.
- b) In order to comply with the provisions of tax, bidders must utilize the Standard Bidding Document (SBD1) issued with this bid.
- c) Bidders must submit their tax compliance status PIN together with the bid.
- d) The Central Supplier Database and tax compliance PIN are the approved methods that will be utilized to verify tax compliance as the South African Revenue Services does not issue Tax Clearance Certificates but has made an online provision available, via e-Filing, for bidders to print their own Tax Clearance Certificates which they can submit with their bids.

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F.3.13.1 Acceptance of Tender Offer

Tender offers will only be accepted if:

- (a) the Tenderer has submitted with his Offer all relevant documentation as stated in F2.23
- (b) the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- (c) the Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- (d) the Tenderer has not:
 - (i) abused the Employer's Supply Chain Management System or
 - (ii) failed to perform on any previous contract.
- (e) The Tenderer has achieved the minimum score for quality as stated in F.3.11.

F3.17 Copies of contract

The number of paper copies of the signed contract to be provided by the Employer is **ONE**.

The Standard Conditions of Tender to follow is obtained from Annexure F of CIDB Standard for Uniformity in Construction Procurement (28 May 2010), which contains references to the Tender Data for details that apply specifically to the Tender

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T1.3 STANDARD CONDITIONS OF TENDER

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note:
- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
 - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

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

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- (a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- (b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- (c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- (d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- (e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- (f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that bids be clarified, specified and fine-tuned in order

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate bids received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer complies with the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for bids.

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Site visit and clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may 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.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept the proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for bids that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.15 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.2.16 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, and where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive bids, if it were to be rectified.

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive bids 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.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F3.11.1 General

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Tender Data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T EV) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- 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.
- 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.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T EV) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend 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. 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 subclause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- 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 F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- 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.
- 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.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_o / M_s$$

where: S_o is the score for quality allocated to the submission under consideration;
 M_s is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the Tender data.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



EASTERN CAPE PARKS & TOURISM AGENCY

BID NUMBER: 15/FY/24

**UPGRADING OF INTERNAL ACCESS ROAD AT HLULEKA
NATURE RESERVE**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T2: RETURNABLE DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

RETURNABLE DOCUMENT CHECKLIST

Tenderers to complete this checklist to ensure that all information in the Tender Document is completed included and read by the Tenderer.

Page	Ref	Description	Completed / Included/
		All pages requiring signatures signed by the Tenderer (Authorized Person)	
1		Correct Tender Offer Amount on BoQs carried forward to Tender Summary (Page iv) and Form of Offer (Page C1.3)	
T2.1i	T2.1	Forms, Certificates and Schedules required for evaluation of Tender responsiveness	
T2.1.1	T2.1.1	Tender Briefing / Site Inspection Certificate	
T2.1.2- T2.1.6	T2.1.2	Certificate of Authority for Signatory	
T2.1.7	T2.1.3	Registration Certificates / Agreements / Identity Documents	
T2.1.8- 2.1.17	T2.1.4	Joint Venture / Consortium Disclosure Form	
T2.1.18	T2.1.5	Central Supplier Database / Compliance PIN	
T2.1.19	T2.1.6	Proof of Registration with CIDB	
T2.1.20	T2.1.7	Proof of Workmen's Compensation Registration	
T2.1.21- T2.1.22	T2.1.8	Bidder's/Tender's Reference Evaluation Form 1	
T2.1.23- T2.1.24	T2.1.9	Bidder's/Tender's Reference Evaluation Form 2	
T2.1.27	T2.1.10	Tenderer's Team Capability	
T2.21	T2.2	Other Forms, Certificates and Schedules that will be incorporated into the contract	
T2.2.1	T2.2.1	Record of Addenda to Tender Documents	
T2.2.2	T2.2.2	Local Employment Generation	
T2.2.3	T2.2.3	Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2002)	
T2.2.4- T2.2.5	T2.2.4	Form Concerning Fulfilment of the Construction Regulations, 2003	
T2.2.6	T2.2.5	Form of Required Information	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.7- T2.2.10	T2.2.6	Bidders Disclosure (SBD 4)	
T2.2.18- T2.2.22	T2.2.7	Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017 (SBD 6.1)	
T2.2.18- T2.2.21	T2.2.8	Local Content Declaration (SBD 6.2)	

T2.37	T2.3	Documentation, Forms and Schedules required for Tender evaluation purposes	
T2.3.1- T2.3.2	T2.3.1	Related Experience of Tenderer	
T2.3.2- T2.3.5	T2.3.2	List of Key Personnel	
T2.3.6- T2.3.7	T2.3.3	Schedule of Plant and Equipment	
T2.3.8- T2.3.9	T2.3.4	Schedule of Proposed Sub-Contractors	
T2.3.10	T2.3.5	Provisional Programme and Method Statement	
T1.2.6	F.3.11	Compliance requirements	
		• Proof of CIDB contractor grading designation equal to 5CE Only • Evidence of execution or completion of at least two (2) Road Upgrade projects (GB) • Methodology • Team Capability • Plant and Equipment	
T2.60	T2.4	Other Documentation, Forms and Schedules required for Tender evaluation purposes	
C1.18	C1.2.2	Part 2 : Data Provided by the Contractor (Contract Specific Data)	
C2.5	C2.2	Pricing Data (Provisional Bill of Quantities)	
BOQ's	C2.2	Sign and date Final Summary	
BOQ's	C2.2	Completed in BLACK INK only and corrections crossed out and initialed	
C2.6	C2.3	Amendments, Qualifications and Alternatives by Tenderer	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T2: RETURNABLE DOCUMENTS

Notes :

The Tender Document must be submitted as a whole. All forms must be properly completed as required and the document shall not be taken apart or altered in any way whatsoever.

All forms must be duly completed in **black ink** as required.

The list of returnable documents, which consists of forms and schedules to be completed and company specific certificates and information pages to be attached, comprise the following:

TABLE OF CONTENTS		Page
T2.1	Forms, Certificates and Schedules required for evaluation of Tender responsiveness	T2.1.1-T2.1.25
T2.2	Other forms, certificates and schedules that will be incorporated into the contract	T2.2.1-T2.2.17
T2.3	Documentation, forms and schedules required for Tender evaluation purposes	T2.3.1-T2.3.13
T2.4	Other documentation, forms and schedules required for Tender evaluation purposes	T2.4.1-T2.4.1

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

T2.1.0

T2.1 FORMS, CERTIFICATES AND SCHEDULES REQUIRED FOR EVALUATION OF TENDER

	Page No.
T2.1.1 Tender Briefing / Site Inspection Attendance Certificate	T2.1.1
T2.1.2 Certificate of Authority for Signatory	T2.1.2-T2.1.6
T2.1.3 Registration Certificates/Agreements/Identity Documents	T2.1.7
T2.1.4 Joint Venture/Consortium Disclosure Form	T2.1.8-T2.1.17
T2.1.5 Central Supplier Database	T2.1.18
T2.1.6 Proof of Registration with CIDB	T2.1.19
T2.1.7 Proof of Workmen's Compensation Registration	T2.1.20

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

This is to certify that (Tenderer).....of
Address.....

Telephone number Fax
number E-mail
address

Was represented by the person(s) named below at the compulsory meetings held for all Tenderers
as per the Tender Data (T1.2 – F.2.7)

I/We hereby acknowledge that I/We visited the site and acquainted ourselves with the conditions
likely to influence the work and all aspects that could influence either the cost or the construction of
the services prior to determining our rates and prices.

I/We further certify that I/we are satisfied with the description of the work and explanations given at the
meeting and that I/We understand perfectly the work to be done, as specified and implied, in the
documentation and information provided.

TENDERER'S REPRESENTATIVE(S):

Name : Signature

Capacity :

Name : Signature

Capacity :

EMPLOYER'S REPRESENTATIVE:

Name : Signature

Capacity : Date.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1.2

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

Signatories for Companies, Close Corporations, Partnerships, Joint Ventures or Sole Proprietors must establish their authority thereto by attaching a copy of the relevant resolution of their Board of Directors, Members or Partners duly signed and dated. Examples are shown below.

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms, acting in the capacity of, was authorized to sign all documents in connection with the tender for **Tender No.15/FY/24** and any contract resulting from it, on behalf of the company.

Chairman:

Chairman :.....

As Witness: 1.
2.

Date :

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as hereby authorise Mr/Ms acting in the capacity of to sign all documents in connection with the tender for **Tender No. 15/FY/24** and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : this certificate is to be completed and signed by all of the key members upon whom rests the directions of the affairs of the Close Corporation as a whole.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,hereby authorize Mr/Msacting in the capacity ofto sign all documents in connection with the tender for **Tender No 15/FY/24** and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
Lead partner			

behalf.

Note : This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of Partnership as a whole.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

(IV) CERTIFICATE JOINT VENTURE

We, the undersigned, are submitting this Tender offer in Joint Venture and hereby authorize Mr/Ms ,authorized signatory of the company..... acting in the capacity of lead partner, to sign all documents in connection with the tender for **Tender No 15/FY/24** and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature
		Name
CIDB Registration No.		Designation
Lead Partner		Signature
		Name
CIDB Registration No.		Designation
Lead Partner		Signature
		Name
CIDB Registration No.		Designation

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(V) CERTIFICATE FOR SOLE PROPRIETOR

I, hereby confirm that I am the sole owner
of the business trading as

Signature of Sole Owner:

As Witnesses:

- 1.
- 2.

Date:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.1.3
DOCUMENTS

REGISTRATION CERTIFICATES/AGREEMENTS / IDENTITY

Attach hereto certified copies of Registration Certificates for Companies and Closed Corporations and certified copies of Identity Documents for Partnerships and Sole proprietors as well as signed Agreements and Powers of Attorney for Joint Venture / Consortium if applicable.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

TO BE COMPLETED ONLY IF TENDER IS SUBMITTED IN A JOINT VENTURE OR CONSORTIUM**GENERAL**

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalized. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalize a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address.....
- c) Physical address
-
-
- d) Telephone

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

2.2(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

3.2(a) Name of Firm

Postal Address

Physical Address

Telephone

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Fax..... Contact person for matters
pertaining to Joint Venture Participation Goal requirements

.....
3.3(a) Name of Firm
Postal Address
Physical Address Telephone
.....
Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....
(Continue as required for further Affirmable Joint Venture Partners)

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

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

5. OWNERSHIP OF THE JOINT VENTURE

- a) Affirmable Joint Venture Partner ownership percentage(s) %
b) Non-Affirmable Joint Venture Partner ownership percentage(s) %
c) Affirmable Joint Venture Partner percentages in respect of: *
(i) Profit and loss sharing.....
(ii) Initial capital contribution in Rands.....

.....
.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

- (iii) Anticipated on-going capital contributions in Rands

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....

.....

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....

.....

.....

(c) Signing, co-signing and/or collateralizing of loans

.....

.....

.....

(d) Acquisition of lines of credit

.....

.....

.....

(e) Acquisition of performance bonds

.....

.....

.....

(f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

(b) Major purchasing

(c) Estimating

(d) Technical management

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the “managing partner”, if any,

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

(c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

* Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

10. PERSONNEL

- (a)** State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

- (b)** Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

- (i)** Number currently employed by Affirmable Joint Venture Partners

.....

- (ii)** Number currently employed by the Joint Venture

.....

- (c)** Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- (d)** Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....
.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

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

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of.....

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of..... Name

.....

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Address
Telephone
Date

Signature
Duly authorised to sign on behalf of..... Name

.....
Address
Telephone
Date

Signature
Duly authorised to sign on behalf of..... Name

.....
Address
Telephone
Date

Signature
Duly authorised to sign on behalf of..... Name

.....
Address
Telephone
Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signature

Duly authorised to sign on behalf of..... Name

.....

Address

Telephone

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1.5**CENTRAL SUPPLIER DATABASE/ TAX COMPLIANCE PIN**

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

Tenderers' Full CSD report for the month of October 2023 / Tax compliance PIN must be attached hereto.

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1.6**CIDB CERTIFICATE**

The Tenderer shall attach hereto the Contractors proof of valid registration certificate with CIDB. CRS number(s) also to be provided.

In the case of Consortium/Joint Venture Bids, a consolidated CIDB Grading must be utilized through a CIDB Joint Venture Calculator. Each partner shall also provide their own valid CIDB registration certificate.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.1.7**PROOF OF WORKMEN'S COMPENSATION REGISTRATION**

The Tenderer shall attach hereto valid proof of workmen's compensation registration or proof of payment of contributions in terms of the compensation of occupational injuries and diseases (Act No. 4 of 2002

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1.20

T2.1.8 BIDDER'S/TENDERER'S REFERENCE EVALUATION FORM 1

Tenderer shall complete the tender reference evaluation form below. Failure to complete the form will result in the disqualification of the tender application.

Name of Client/Department	
Tender Number	
Tender Description	
Name of Bidder (tenderer)	
Value of project	R
Commencement Date	
Contractual Completion Date	
Bidder's Completion Date	

1.2 Please score the performance of the above-mentioned company by ticking the relevant box

Performance Rating			Comments (Attach additional sheets if necessary)
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Materials, supplies and equipment provided as required?	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Have timelines been met?	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Capacity	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of work	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Very Poor	1	
Communication and accessibility	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:

OVERALL PERFORMANCE

Excellent		Good		Fair		Poor		Very Poor	
-----------	--	------	--	------	--	------	--	-----------	--

CLIENT / DEPARTMENT:

Name of Evaluator/ Project Manager	
Designation:	
Signature:	
Date:	

Official Stamp:

--

NB: This form must be duly completed by an authorized person and be submitted with the bid. Incomplete, unsigned or forms not stamped will not be considered for evaluation of the bid.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.1.9 BIDDER'S/TENDERER'S REFERENCE EVALUATION FORM 2

Tenderer shall complete the tender reference evaluation form below. Failure to complete the form will result in the disqualification of the tender application.

Name of Client/Department	
Tender Number	
Tender Description	
Name of Bidder (tenderer)	
Value of project	R
Commencement Date	
Contractual Completion Date	
Bidder's Completion Date	

1.2 Please score the performance of the above-mentioned company by ticking the relevant box

Performance Rating			Comments (Attach additional sheets if necessary)
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Materials, supplies and equipment provided as required?	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Have timelines been met?	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Capacity	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of work	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Communication and accessibility	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:

OVERALL PERFORMANCE

Excellent		Good		Fair		Poor		Very Poor	
-----------	--	------	--	------	--	------	--	-----------	--

CLIENT / DEPARTMENT:

Name of Evaluator/ Project Manager	
Designation:	
Signature:	
Date:	

Official Stamp:

--

NB: This form must be duly completed by an authorized person and be submitted with the bid. Incomplete, unsigned or forms not stamped will not be considered for evaluation of the bid.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.1.9 TENDERER'S TEAM CAPABILITY

Bidders to submit comprehensive Curriculum Vitae (CV) of the following including certificates of qualifications, trade test certificates:

Resources	Qualifications	No of years' Experience
Site Agent	B-Tech/ National Diploma or higher in Civil/ Building	5 or higher
Contract Manager	B-Tech/ National Diploma or higher in Civil/Building or Professional Registration as Construction Manager with SACPCMP (Pr.CM)	8 or Higher
Foreman	N/A	8 or Higher
Occupational Health and Safety Officer	SACPCMP registration, NOSA Certification or any other NQF 5 or higher relevant qualification in OHS	1 or Higher
Environmental Control Representative/ Officer	Relevant Certification/Qualification	1 or higher

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2 OTHER FORMS, CERTIFICATES AND SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

	Page No.
T2.2.1 Record of Addenda to Tender documents	T2.2.1
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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

I/We confirm that the following communications amending the Tender documents, received from the Employer or his representative before the closing date of submission of this Tender offer, have been taken into account in this Tender offer.

ADD NO.	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		

SIGNATURE: DATE:
(of Authorised Person)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.2 LOCAL EMPLOYMENT GENERATION

The Contractor must submit with his Tender, on the table below, his anticipated component of local personnel that will be employed on the Contract both in terms of number of persons and total person days for each category provided. The number of local personnel should include the local personnel employed by sub-contractors.

The contractor will not be allowed to import skilled personnel if the required skills exist within the local community. The contractor will however be allowed to make use of his own permanently employed machine operators and drivers.

Current policy requires that the female and youth labour components be maximized and that females should take up not less than 5% of the employment generated.

The specific employment goals, which are to be met for this project, are as follows:

- A minimum of 6% local labour employment (residing in the area of the Hluleka Nature Reserve.)
- A minimum of 5% of the local labour employed on the project is required to be females.
- A minimum of 20% of the local labour employed on the project is required to be youth (18 – 35 years of age); and
- A minimum of 1% of the local labour employed on the project is required to be disabled persons.
- Non-compliance with the above requirements could be grounds for disqualifying the Tender.

Number of persons planned to be employed														
Occupational Category	Total		Adult				Youth				Disabled			
			Female		Male		Female		Male		Female		Male	
	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days
Clerical														
Labourer														
Managerial														
Semi skilled														
Skilled														
Supervisor														
Total														

Please note: - The definition of youth is any person under the age of 35 years. (18-35 Years)
Each person may only be counted once. If a person falls into more than one category, disabled persons take preference, then youth, then adults.
Must include all occupational categories (Clerical, Labourer, Managerial, Semi skilled, Skilled and Supervisor).

SIGNATURE:
(Authorised Person)

DATE:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.3 UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE (ACT 4 OF 2002)

A valid Tenderer’s Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here.

T2.2.4 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003

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

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

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 sub-contract resources (competent) - specify:	

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

.....

Potential key risks identified and measures for addressing risks:

.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1.

.....

Date
2.

.....

Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

T2.2.5

FORM OF REQUIRED INFORMATION

THE FOLLOWING PARTICULARS MUST BE FURNISHED

(FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DISQUALIFIED)

NAME OF TENDERER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE
BEEN ATTACHED? (MBD 2)

YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN
SUBMITTED? (MBD 6.1)

YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL
ACCREDITATION SYSTEM (SANAS)

†

☐

A REGISTERED AUDITOR

†

☐

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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?
(IF YES ENCLOSE PROOF)

YES/NO

SIGNATURE OF TENDERER:

DATE:

CAPACITY IN WHICH THIS TENDER IS SIGNED:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.6

BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest 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:

.....
.....

- 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:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

.....
.....

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 consortium¹ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

¹ 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.

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.7 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
>51% Historically Disadvantaged Individuals Ownership (South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993))	5	
10-50% HDI Ownership	2.5	
<10% HDI Ownership	0	
>51% Youth Ownership	5	
10-50% Youth Ownership	2.5	
<10% Youth Ownership	0	
>51% Women Ownership	5	
10-50% Women Ownership	2.5	
<10% Women Ownership	0	
>51% Disability Ownership	3	
10-50% Disability Ownership	1.5	
<10% Disability Ownership	0	
Locality (Enterprises located in the Eastern Cape Province) Enterprise not located in the Eastern Cape Province	2 0	
Total	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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 paragraphs 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) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x is the imported content in Rand

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

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

- 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Description of services, works or goods	Stipulated minimum threshold
PVC Pipes	100%
Cement	100%

See annexure C for breakdown of components

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

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 at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**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.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

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.dti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and the 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 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(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 Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Annex C

Local Content Declaration - Summary Schedule

Bid No.:

Bid description:

Designated product(s)

Tender Authority:

Bid Entity name:

Bid Exchange Rate:

Specified local content %

THE UPGRADING OF INTERNAL ACCESS ROAD WITHIN THE HLULEKA NATURE RESERVE

ECPTA

EU

GBP

Note: VAT to be excluded from all calculations

[illegible]

Contractor

Witness 1

Witness 2

Employer

Page 10

Witness 1

Page 10

Witness 2

T2.3 DOCUMENTATION, FORMS AND SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

	Page No.
T2.3.1 Related Experience of Tenderer	T2.3.1-T2.3.2
T2.3.2 List of Key Personnel	T2.3.3 -T2.3.5
T2.3.3 Schedule of Plant and Equipment	T2.3.6 -T2.3.7
T2.3.4 Schedule of Proposed Sub-Contractors	T2.3.8 -T2.3.9
T2.3.5 Construction Programme	T2.3.10.-T2.3.11
Refer Section F.3.11 – Stage 1: Compliance Requirements	T1.2.6

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

T2.3.1 RELATED EXPERIENCE OF TENDERER

The Tenderer shall list below or in a separate schedule a statement of those works/services of similar nature which they have satisfactorily completed in the past five years. Information must be provided in the format provided below. It is essential that telephone contact details of references be supplied. Present commitments and their due dates for completion shall also be listed. Where applicable, the project value can be adjusted to reflect the impact of inflation, using the Consumer Price Index (CPI) with the completion date being taken as the base date for the calculation **(Refer Section F.3.11 – Stage 1: Compliance requirements.**

1. PREVIOUS PROJECTS UNDERTAKEN:

EMPLOYER		DESCRIPTION AND NATURE OF WORKS/ SERVICES	VALUE OF WORK (INCL. VAT)	DATE COMPLE- TED
EMPLOYER/ CONTACT PERSON/ TEL. NO.	CONSULTING ENGINEER/ CONTACT PERSON/ TEL. NO.			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. **CURRENT PROJECTS UNDERTAKEN:**

EMPLOYER		DESCRIPTION AND NATURE OF WORKS/ SERVICES	VALUE OF WORK (INCL. VAT)	DATE COMPLE- TED
EMPLOYER/ CONTACT PERSON/ TEL. NO.	CONSULTING ENGINEER/ CONTACT PERSON/ TEL. NO.			

DATE: _____ SIGNATURE OF TENDERER: _____

(Authorised Person)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.3.2 LIST OF KEY PERSONNEL

For purpose of evaluating functionality, the Tenderer shall attach hereto a shortened CV for each key member available to work on the project in the Categories Project Manager, Site Foreman and Plant Operators/Artisans personnel (using the template provided). (Refer Section F.3.11 – Stage 2: Functionality (ii)).

The Tenderer shall list below the key personnel to be used on this project.

NAME	RESPONSIBILITIES AND AVAILABILITY TO PROJECT	QUALIFICATIONS (ATTACHED COPY)	EXPERIENCE
	Contract's Manager		
	Site Agent		
	Foreman		
	Occupational Health and Safety Representative		
	Environmental Control Officer		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CURRICULUM VITAE OF KEY PERSONNEL

NB: BIDDERS MUST SUBMIT CV's OF KEY PERSONNEL

This form should be completed for each key person listed in the table in section T 2.3.2.

Responsibility or role on the project (as per table T2.3.2)	Contracts Manager
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	No. of Years' experience:
Employment record: (List of chronological order starting with earliest work experience)	
Experience records pertinent to required service:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience and that I will be available to execute the work for which I have been nominated. _____ (Signature of Person named in schedule)	
Date	

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

Responsibility or role on the project (as per table T2.3.2)	Site Agent
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	No. of Years' experience:
Employment record: (List of chronological order starting with earliest work experience)	
Experience records pertinent to required service:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience and that I will be available to execute the work for which I have been nominated. (Signature of Person named in schedule) Date	

Attach additional pages if more space is required

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Responsibility or role on the project (as per table T2.3.2)	Foreman
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	No. of Years' experience:
Employment record: (List of chronological order starting with earliest work experience)	
Experience records pertinent to required service:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience and that I will be available to execute the work for which I have been nominated. (Signature of Person named in schedule) Date	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Responsibility or role on the project (as per table T2.3.2)	Occupational Health and Safety Representative
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	No. of Years' experience:
Employment record: (List of chronological order starting with earliest work experience)	
Experience records pertinent to required service:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience and that I will be available to execute the work for which I have been nominated.	
(Signature of Person named in schedule)	Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Responsibility or role on the project (as per table T2.3.2)	Environmental Control Officer
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	No. of Years' experience:
Employment record: (List of chronological order starting with earliest work experience)	
Experience records pertinent to required service:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience and that I will be available to execute the work for which I have been nominated.	
(Signature of Person named in schedule)	Date

SUPPLEMENTARY INFORMATION

Please attach any supporting documentation, supplementary information and Curriculum Vitae to this page.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.3.3 SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that the Tenderer presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our Tender is accepted.

(a) **Details of major equipment that is owned and immediately available for this contract.**

DESCRIPTION (type, size, capacity etc)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

- (b) Details of major equipment that will be hired or acquired for this contract if Tender is accepted. Contact details of plant hire company to be provided.

DESCRIPTION (type, size, capacity, etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

DATE: _____.. SIGNATURE _____

(Authorised Person)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.3.4 SCHEDULE OF PROPOSED SUB-CONTRACTORS

In terms of Clause 4.4 of the Conditions of Contract for Construction, the Tenderer shall enter below the names of sub-contractors he intends to employ for work on this contract, as well as the portion and value of the work to be executed by such sub-contractors.

Based on the definition of SMME provided below the Tenderer should indicate in which category, i.e. Medium, Small, Very Small or Micro, the intended sub-contractor is categorized if applicable.

DESCRIPTION OF PORTION OF WORK	APPROX. VALUE (EXCL. VAT)	NAME, ADDRESS AND TELEPHONE NUMBER OF SUB-CONTRACTOR/SMME	SMME (YES / NO)	SMME CATEGORY MEDIUM/ SMALL/ VERY SMALL/ MICRO	% HDI OWNERSHIP OF SUB-CONTRACTOR

* According to the national Small Business Amendment Act, 2003 (Act No. 26 of 2003) small business (i.e., SMME) is defined as follows:

A separate and distinct business entity, including co-operative enterprises and non-governmental organizations, managed by one owner or more which, including its branches or subsidiaries, if any, is predominantly carried on in any sector or sub-sector of the economy as mentioned in column 1 of the Schedule and which can be classified as a micro, a very small, a small or a medium enterprise by satisfying the criteria mentioned in columns 3, 4 and 5 of the Schedule opposite the smallest relevant size or class as mentioned in column 2 of the Schedule.

(Schedule for Construction Sector given on the following page).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE (ONLY CONSTRUCTION SECTOR SHOWN)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Sector or Sub-sectors in accordance with the Standard Industrial Classification	Size or Class	Total full-time equivalent of paid employees: Less than:	Total annual turnover: Less than:	Total gross asset value (fixed property excluded): Less than:
Construction	Medium	200	R 26 million	R 5 million
	Small Very	50	R 6 million	R 1 million R0,50
	Small Micro	20	R 3 million	million R0,10
		5	R0,20 million	million

It is to be noted that an entity awarded a contract **may not sub-contract more than 25% of the value of the contract** to any other enterprise that does not have an equal or higher BBB-EE status level than the entity concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

DATE: _____ SIGNATURE OF TENDERER: _____

(Authorised Person)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.3.5 CONSTRUCTION METHODOLOGY AND PROGRAMME

Eligibility criteria: The respondent should be able to demonstrate its capability to bring a contract to a satisfactory conclusion by describing the methodology of approach and programme to accomplish the project's required outcomes.

The respondent must explain its understanding of the requirements for successful planning and implementation of an accelerated infrastructure development programme.

The approach paper should explain the methodologies which are to be adopted under these conditions and demonstrate the compatibility.

The approach should further include a top quality project plan which outlines processes, procedures and associated resources, applied by whom and when with relevant reporting systems, indicate how risks will be managed, what quality assurance measures are to be put in place. Special emphasis should be placed on key performance indicators as well as innovative procedures to be used.

The successful Tenderer shall submit a detailed programme within 14 days after the commencement date. The Tenderer need to submit a high-level programme in the table provided below to illustrate a comprehensive understanding of the work required as well as a pragmatic approach in performing the work required:

DESCRIPTION OF PHASE AND SECTION OF THE WORKS	ENVISAGED DURATION (WEEKS)	STARTING WEEK NO.*	FINISHING WEEK NO.
Site handover	1	1	1
Site establishment			

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

DESCRIPTION OF PHASE AND SECTION OF THE WORKS	ENVISAGED DURATION (WEEKS)	STARTING WEEK NO.*	FINISHING WEEK NO.

* The execution of the Works should start within 14 days from the Site Handover Date.

DATE: _____ SIGNATURE OF TENDERER _____
(Authorised Person)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



EASTERN CAPE PARKS & TOURISM AGENCY

BID NUMBER: 15/FY/24

**UPGRADING OF INTERNAL ACCESS ROAD AT HLULEKA
NATURE RESERVE**

PORTION 2: CONTRACT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



EASTERN CAPE PARKS & TOURISM AGENCY

BID NUMBER: 15/FY/24

**UPGRADING OF INTERNAL ACCESS ROAD AT HLULEKA
NATURE RESERVE**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1i

PART C1 : THE CONTRACT

Notes:

The Tender Document must be submitted as a whole. All forms must be properly completed as required and the document shall not be taken apart or altered in any way whatsoever.

All forms must be duly completed in **black ink** as required.

The list of returnable documents, which consists of forms and schedules to be completed and company specific certificates and information pages to be attached, comprise the following:

TABLE OF CONTENTS		Page
C1:	AGREEMENT AND CONTRACT DATA	C1.1
C1.1	FORM OF OFFER AND ACCEPTANCE	C1.1-C1.8
C1.2.1 :	CONDITIONS OF CONTRACT	C1.9-C1.14
C1.2.2 :	CONTRACT SPECIFIC DATA	C1.15-C1.18
C1.2.3 :	PRO-FORMA PERFORMANCE GUARANTEE	C1.19-C1.22
C1.2.4 :	ADJUDICATOR APPOINTMENT	C1.23-C1.25
C2 :	PRICING DATA	C2.1
C2.1 :	PRICING INSTRUCTIONS	C2.1-C2.2
C2.2 :	PROVISIONAL BILLS OF QUANTITIES	C2.3
C3 :	SCOPE OF WORK	C3.1
C3.1 :	PROJECT SPECIFICATIONS	C3.1-C3.11
C3.2 :	PARTICULAR SPECIFICATIONS	C3.12-C3.58
C3.3 :	TENDER DRAWINGS	C3.59
C3.4	CONTRACT BOARD LAYOUT DETAIL	C3.60
C4 :	SITE INFORMATION	C4.1
C4.1 :	GEOTECHNICAL INFORMATION OF SITE	C4.1
C5 :	ANNEXURES	C5.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1. AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

TENDER No. 15/FY/24 - UPGRADING OF INTERNAL ACCESS ROAD AT HLULEKA NATURE RESERVE

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

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

The offered total of the prices inclusive of Value Added Tax is :

R_____ (in words) _____
_____)

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

Signature: *(of person authorized to sign the Tender):* _____

Name: *(of signatory in capitals):* _____

Capacity: *(of Signatory):* _____

Name of Tenderer: *(organization):* _____

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

Address:

Telephone number: _____ Fax number: _____

Witness: _____

Signature: _____

Name:

(in capitals : _____

Date: _____

(Failure of a Tenderer to sign this form will invalidate the Tender)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A. ACCEPTANCE

By signing this part of the 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 Condition of Contract as set out in the general and Special Conditions of Contract and identified in the Contract Data. Acceptance of the Tenderer upon the terms and conditions and contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in -

Part 1 Agreement, and Contract Data, (which include this Agreement) Part 2

Pricing Data, including the bill of Quantities

Part 3 Scope of Work Part 4

Site Information

and the schedules, forms, drawing and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The Tenderer shall deliver the security in terms of Clause of the GCC 2015 within the period stated in the contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contract the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature:

Name: *(in capitals)*

Capacity:

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

Name of Employer: (organization)

Address: _____

Witness: _____

Signature: _____

Name: _____

Date: _____



Contractor



Witness1



Witness2



Employer



Witness1



Witness2

C. SCHEDULE OF DEVIATIONS

The extent of deviations from the Tender documents issued by the Employer prior to the Tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Tender documents and which it is agreed by the Parties becomes and obligation of the contract shall also be recorded here.

Any change or addition to the Tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. Subject:	_____
Details:	_____

2. Subject:	_____
Details:	_____

3. Subject:	_____
Details:	_____

4. Subject:	_____
Details:	_____

5. Subject:	_____
Details:	_____

6. Subject:	_____
Details:	_____

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addend thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER:

Signature: _____

Name: _____

Capacity: _____

Tenderer (Name and address of organization): _____

Witness:

Signature: _____

Name: _____

Date: _____

FOR THE TENDERER:

Signature: _____

Name: _____

Capacity: _____

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

Witness:

Signature: _____

Name: _____

Date: _____

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

C1.2 CONTRACT DATA – CONDITIONS OF CONTRACT

Part 1:	General Conditions of Contract	C1.9
Part 2:	Special Conditions of Contract	C1.9
1.	General	C1.9
2.	Amendments to the General Conditions of Contract	C1.9

PART 1: GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Conditions of Contract or the Special Conditions of Contract.

The Contract Specific Data, General and Special Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardized Specifications in the interpretation of any ambiguity or inconsistency.

PART 2: SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify, or supersede, as the case may be, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the GCC 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the Conditions, and an appropriate heading.

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

2. AMENDMENTS TO THE GCC 2015 CONDITIONS OF CONTRACT

SCC 1.1 Definitions

SCC 1.1 “Bills of Quantities”

Add the following:

“For this Contract “Schedule of Quantities” will have the same meaning as “Bills of Quantities” and will form part of the Pricing Data as defined in the General Conditions of Contract.”

SCC 1.1 “**Drawings**” means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

SCC 1.1 “Letter of Notification” means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Tender Adjudication Committee sent to all Tenderers. The notification of the decision does not form part of the Employer’s Acceptance of the successful Tenderer’s Offer and no rights shall accrue.”

SCC 1.9 Add the following new Clause:

“**SCC 1.9** The copyright in all documents, drawing and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the details of the Contract that has been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organization without the prior approval of the Employer to this effect.”

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

SCC 2 Law, Regulations and Notices

Add the following:

“2.5 The Occupational Health and Safety Act No. 85 and Amendment Act No. 181 of 1993 and the Construction Regulations 2003 will in all respects be applicable to this contract.”

2.5.1 Contractor’s liability as mandatory

“Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.”

Contractor to notify Employer

“The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.”

Contractor’s Designer

“The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those parts of the Permanent Works which the Contractor is responsible to design in terms of the Contract.”

SCC 4 Add sub-clause 4.4

“The contractor may not subcontract the whole of the work without the written instruction or approval of the employer and principal agent. In such event the employer may require the contractor to cede the contract to the subcontractor.”

SCC 15 Replace sub-clause 15.1.2 to 15.1.4 and 15.2 to 15.6 with the following:

“The contractor and principal agent shall appoint a selected subcontractor in accordance with the provisions of the Scope of Work.”

Contractor	Witness1	Witness2	Employer	Witness1	Witness2
---	---	---	---	---	---

SCC 30.0(41) Delete in the Substitute Provisions (30.0 State Clauses) clause 30.1, 30.2 and 30.3/4/5 and replace with the following:

30.1# Should any dispute between the employer, his agents or principal agent on the one hand and the contractor on the other arise out of this agreement, such dispute shall be referred to adjudication.

30.2# Adjudication shall be conducted in accordance with the edition of the GCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The adjudicator shall be appointed in terms of the Adjudicators Agreement set out in C1.4 .

30.3# If provided in the schedule, a dispute shall be finally settled by a single arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution, therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.

40.4# If the schedule provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

C1.2.2 CONTRACT SPECIFIC DATA

A. DATA TO BE PROVIDED BY THE EMPLOYER

PART 1: DATA PROVIDED BY THE EMPLOYER

1.1 The Employer is the **Eastern Cape Parks & Tourism Agency**

Telephone: (043) 492 0881

Facsimile: (043) 742 5566

Address (postal): 17- 25 Oxford Street, East London, 5201

1.2 The Principal Agent is **BMK Consulting Engineers**

Telephone: (031) 566 1160

Address (physical): 45 Richefond Circle, Office 218 second floor,
Ridgeside Office Park, Umhlanga



Contractor



Witness1



Witness2



Employer



Witness1



Witness2

42.2.3 The Employer is an organ of State

- The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply.
- Lateral support insurance is to be affected by the contractor
- Payment will be made for materials and goods
- Extended defects liability period will apply to the following elements:

Not applicable

12.1.5 Possession of the site is to be given within seven days of the contractor providing the employer with construction guarantees in accordance with the provisions of 14.0 and the Contract has been signed by both parties.

42.2.5 The period for the commencement of the works after the contractor takes possession of the site is 7 working days.

Completion:

For the works as a whole:

The date for practical completion is (Contractor to complete)

The penalty per calendar day is R 3000 up to a maximum of 10% of the contract value there after the employer shall have a right during the identified delay period to step- in and accelerate the work or appoint a third party to assist or complete the works to reach practical completion at the planned period. The appointed third-party work shall be at the cost of the contractor.

2.1 The law applicable to the agreement shall be that of the Republic of South Africa.

10 Contract works insurance (construction guarantee) is to be affected by the contractor for a sum not less than the contract sum plus 10%.

The supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk

Insurance Association. (SASRIA)

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

42.3.3 Public liability insurance to be effected by the contractor for the sum of R 10 000 000.00 with a deductible in an amount that the contractor deems appropriate.

42.3.4 Support insurance: Deemed Not Applicable

42.4.1 A waiver of the contractor's lien or right of continuing possession is required.

42.4.2 Three copies of the construction document are to be supplied to the contractor free of charge.

42.4.5 Engineering General Conditions are not to be included in the contract document.

42.4.6 CPAP shall only be applicable to works that progress to later than twelve (12) months from commencement date. Where the period is prolonged beyond the first twelve months due to the delay or non- performance by the employer, the CPAP shall be applicable; however, where the period is extended due contractor's failure to perform or delay caused by the contractor CPAP shall not be applicable. CPAP is not applicable to this Project.

The value of the certificates issued shall be adjusted in accordance with the GCC Contract Price Adjustment Schedules.

25.3 The issue of an interim payment certificates shall be done no later than the 25th of each month.

11.5 The employer will not provide advanced payments against an advanced payment guarantee

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

11.2 and 14.4 The construction guarantee is to be a fixed guarantee in accordance with the 2015 GCC.

30.0 Dispute resolution shall be by adjudication. If a dispute is unresolved by adjudication the dispute shall be finally settled by an arbitrator to be agreed between the parties.

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause 42.5.1:

The name of the Contractor is

The legal name of the Contractor.

Clause 42.5.1 [1.2]:

The address of the Contractor is

The physical address, postal address, e-mail address and/or fax number where the Contractor will receive notices.

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

C1.2.3 CONSTRUCTION GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

..

Physical address

..

.....

..

Guarantor's signatory 1 Capacity

..

Guarantor's signatory 1 Capacity

..

Employer means The Eastern Cape Parks and Tourism Agency

Contractor means

..

Agent means

..

Works means

Site means

..

Agreement means the 2015 GCC Agreement

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT Amount in figures

R

Amount in words

(Rand)

Guaranteed Sum means the maximum aggregate amount of R Amount in

words

(Rand)

- 1** The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of:	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are

2 The Guarantor hereby acknowledges that:

2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

2.2 Its obligation under this Guarantee is restricted to the payment of money.

3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2

3.2 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) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.

3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay 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 Guarantee stating that:

4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or

4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, 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 the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this 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.
- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, 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
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this 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 Guarantor's
Signatory 2

Witness 1 Witness 2

Guarantor's seal or stamp

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.2.4 ADJUDICATOR APPOINTMENT

This agreement is made on the _____ day of _____ between:
_____(Name of company / organization)

of _____
_____(address)

and

_____(Name of company / organization)
of _____

_____(address)

(The Parties) and

_____(name)

of _____
_____(address)

(The Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated
_____ and known as _____

and these disputes or differences shall be/have been* referred to adjudication in accordance with the GCC Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the GCC Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the GCC Adjudication Rules.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavor to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____ SIGNED by: _____ SIGNED by: _____

Name: _____ Name: _____ Name: _____

who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of

who warrants that he / she is the Adjudicator in the presence of

who warrants that he / she is duly authorised to sign for and on behalf of the second Party in the presence of

Witness

Witness:

Witness:

Name:

Name

Name:

Address:

Address:

Address:

Date:

Date:

Date:

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

C.2 PRICING DATA

C.2.1 PRICING INSTRUCTIONS

- 1 The Provisional Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Seven Edition), 2015. Where applicable the:
 - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
- 2 The agreement is based on the GCC 2015 Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, March 2005. The additions, deletions and alterations to the GCC Principal Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Provisional Bills of Quantities are recited.
- 3 It will be assumed that prices included in the Provisional Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for bids. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 4 The drawings listed in the Scope of Works used for the setting up of these Provisional Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
- 5 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 6 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

- 7 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Provisional Bills of Quantities
- 8 The Provisional Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Provisional Bills of Quantities, is at the Contractor's risk.
- 9 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 10 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
- 11 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
- a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 12 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
- a) 10 percent is Fixed;
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related.
- 13 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

C2.2

BILLS OF QUANTITIES

1. The priced Provisional Bill of Quantities (BoQs), following hereafter will form an integral part of the “Contract” between the successful appointed Contractor and the Employer. The Contractor is to note the separate Bills of Quantities for printing, completion and attachment hereto for submission of the bid.

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Contractor

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Witness 1

--

Witness 2

--

Employer

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Witness 1

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Witness 2



CONTRACT NO.: 15/FY/24

**UPGRADING OF INTERNAL ACCESS ROAD WITHIN
THE HLULEKA NATURE RESERVE**

PART A: BILLS OF QUANTITIES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART A

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



EASTERN CAPE PARKS & TOURISM AGENCY

BILL OF QUANTITIES

HLULEKA NATURE RESERVE

PROJECT MANAGERS

BMK CONSULTING ENGINEERS

Hluleka Nature Reserve

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GENERAL REQUIREMENTS AND PROVISIONS

Item	Description	Unit	Quantity	Rate	Amount	
					R	c
12.00	GENERAL REQUIREMENTS AND PROVISIONS					
B12.01	Relocation and protection of existing services					
	(a) Provisional Sum for existing services to be relocated and/or protected during construction	Prov sum	1.0	70,000.00	70,000	00
	(b) Handling cost and profit in respect of sub item B12.01 (a) above	%	70,000.00			
B12.02	Construction of Survey Beacons					
	(a) Provisional Sum for new survey beacons to be constructed or for existing survey beacons to be protected during construction	Prov sum	1.0	25,000.00	25,000	00
	(b) Handling cost and profit in respect of sub item B12.02 (a) above	%	25,000.0			
B12.03	Community Liason Officer (CLO)	Prov sum	1.0	60000.00	60,000	00
B12.04	Compensation for Project Liason Committee					
	(a) Provision for Project Liason Committee	Prov sum	1.0	30,000.00	30,000	00
	(b) Handling cost and profit in respect of sub item B12.04 (a) above	%	30,000.00			
B12.05	As Built Topographic Survey					
	(a) Provisional Sum for as built survey	Prov sum	1.0	20,000.00	20,000	00
	(b) Handling cost and profit in respect of sub item B12.05 (a) above	%	20,000.00			
B12.06	Compensation for Health and Safety Obligations					
	(a) Fixed obligations for the preparation of risk assessments, safe work procedures, the project H & S file, the H & S plan and any other H & S matters that the contractor deems necessary	L/sum	1.0			
	(b) Fixed obligations for completing and checking the Project H & S file and handing over to the Client on completion of the works	L/sum	1.0			
	(c) Time related obligations for updating and amending the risk assessments, safe work procedures, the project H & S file, the H & S plan and full compliance with all H & S matters during the construction of the works under the contract	month	8.0			
Total Carried Forward To Summary						

Hluleka Nature Reserve

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

[illegible]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Hluleka Nature Reserve

Chalets to Gate 44D (CH 1600.000 - CH 3180.000)

HOUSING, OFFICES AND LABORATORY FOR THE ENGINEERS SITE PERSONNEL

Item	Description	Unit	Quantity	Rate	Amount	
					R	c
14.00	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEERS SITE PERSONNEL					
14.01	Office and laboratory accommodation					
	(a) Prefabricated Office	m ²	15.0			
	(e) Ablution units	m ²	2.0			
14.02	Office and laboratory furniture					
	(a) Chairs	No	8.0			
	(d) Desks, complete with drawers and locks	No	2.0			
	(f) Conference tables	No	1.0			
14.03	Office and laboratory fittings Installations and equipment					
	(a) Items measured by number					
	(19) Supply of computer equipment					
	i) Computer	No	1.0			
	ii) All in one printer, fax and copier apparatus	No	1.0			
	(20) Uninterrupted power supply for item 14.03(a)	month	8.0			
	(c) Items measured by area					
	(8) Notice boards as specified	No	1.0			
14.10	Provision of photostat facilities	month	8.0			
Total Carried Forward To Summary						

Hluleka Nature Reserve

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACCOMMODATION OF TRAFFIC

Item	Description	Unit	Quantity	Rate	Amount	
					R	c
15.00	ACCOMMODATION OF TRAFFIC					
15.01	Accommodating traffic and maintaining temporary deviations	km	1.6			
15.03	Temporary traffic-control facilities					
	(e) Road signs, R- and TR-series, (1200mm diameter)	No	6.0			
	(f) Road signs, TW-series, (1200mm diameter)	No	6.0			
	(h) Delineators (DTG50J) (800x200):					
	(1) Single	No	15.0			
	(2) Mounted back to back	No	15.0			
	(i) Moveable barricade/road sign combination (1200mm diameter)	No	6.0			
15.07	Blading by road grader of:					
	(a) Temporary deviations	km-pass	1.0			
Total Carried Forward To Summary						

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Chalets to Gate 44D (CH 1600.000 - CH 3180.000)

	Amount
--	--------

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Chalets to Gate 44D (CH 1600.000 - CH 3180.000)

CLEARING AND GRUBBING

[illegible]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Hluleka Nature Reserve

Chalets to Gate 44D (CH 1600.000 - CH 3180.000)

DRAINS

Item	Description	Unit	Quantity	Rate	Amount	
					R	c
21.00	DRAINS					
21.01	Excavation for open drains:					
	(a) Excavating soft material situated within the following depth ranges below the surface level:					
	(1) 0 m up to 1,5 m	m ³	310.0			
21.02	Clearing and shaping existing open drains	m ³	160.0			
21.03	Excavation for subsoil drainage systems:					
	(a) Excavating soft material situated within the following depth ranges below the surface level:					
	(1) 0 m up to 1,5 m	m ³	830.0			
	(2) Exceeding 1,5 m and up to 3,0 m	m ³	550.0			
	(b) Extra over subitem 21.03(a) for excavation in hard material irre spective of depth	m ³	300.0			
21.04	Impermeable backfilling to subsoil drainage systems	m ³	185.0			
21.06	Natural permeable material in subsoil drainage systems (crushed stone):					
	(b) Crushed stone obtained from commercial sources					
	(2) Coarse-Grade (19mm)	m ³	175.0			
21.07	Natural permeable material in subsoil drainage systems (sand):					
	(b) Sand from commercial sources					
	(2) Medium Grade	m ³	90.0			
21.08	Pipes in subsoil drainage systems:					
	(b) Unplasticised PVC pipes and fittings, normal duty complete with couplings					
	(1) 100 mm internal dia. perforated or slotted	m	1,600.0			
21.10	Synthetic-fibre filter fabric					
	(a) Grade A3 or Similar	m ²	3,000.0			
Total Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Chalets to Gate 44D (CH 1600.000 - CH 3180.000)

[illegible]

Witness 2

Hluleka Nature Reserve

Chalets to Gate 44D (CH 1600.000 - CH 3180.000)

CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS

Item	Description	Unit	Quantity	Rate	Amount	
					R	c
23.00	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS					
23.08	Concrete lining for open drains					
	(a) Cast in situ concrete lining class 25/19 for v-drain					
	(2) Vee drain					
	(i) As per drawing BMK-1719-001	m ³	175.0			
23.09	Formwork to cast in situ concrete lining for open drains (Class F2 surface finish)					
	(a) To sides with formwork on the internal face only	m ²	25.0			
	(c) To ends of slabs	m ²	15.0			
23.10	Sealed joints in concrete linings of open drains					
	(c) Silicone-based sealant	m	895.0			
23.12	Steel reinforcement					
	(c) Welded steel fabric (Mesh Ref 193)	kg	235.0			
23.13	Polyethylene sheeting (0,15 mm thick) for concrete-lined open drains	m ²	1,750.0			
Total Carried Forward To Summary						

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Chalets to Gate 44D (CH 1600.000 - CH 3180.000)

BORROW MATERIALS

[illegible]

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Hluleka Nature Reserve

Chalets to Gate 44D (CH 1600.000 - CH 3180.000)

MASS EARTHWORKS

Item	Description	Unit	Quantity	Rate	Amount	
					R	c
33.00	MASS EARTHWORKS					
33.01	Cut and borrow to fill, including free-haul up to 0.5km					
	(a) Gravel material in compacted layer thickness of 200 mm and less:					
	(2) Compacted to 93% of modified AASHTO density	m ³	10,000.0			
	(e) Pioneer layer	m ³	125.0			
33.03	Extra over item 33.01 for excavating and breaking down material in:					
	(a) Intermediate excavation	m ³	2,100.0			
	(b) Hard excavation	m ³	1,000.0			
	(c) Boulder excavation class A	m ³	625.0			
33.04	Cut to spoil, including free-haul up to 0,5 km. Material obtained from:					
	(a) Soft excavation	m ³	1,130.0			
	(b) Intermediate excavation	m ³	325.0			
	(c) Hard excavation	m ³	165.0			
	(d) Boulder excavation class A	m ³	625.0			
33.05	Overbreak in hard and boulder class A excavation	m ²	315.0			
33.07	Removal of unsuitable material (including free-haul of 0.5 km):					
	(b) In layer thicknesses exceeding 200mm					
	(1) Stable material	m ³	950.0			
	(2) Unstable material	m ³	160.0			
33.10	Roadbed preparation and the compaction of material					
	(b) Compaction to 93% of modified AASHTO density	m ³	950.0			
33.11	Three-roller-passes compaction:					
	(a) Vibratory roller	m ²	7,000.0			
33.12	In situ treatment of roadbed:					
Total Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Hluleka Nature Reserve

Chalets to Gate 44D (CH 1600.000 - CH 3180.000)

MASS EARTHWORKS

Item	Description	Unit	Quantity	Rate	Amount	
					R	c
Brought Forward						
	(a) In situ treatment by ripping	m³	950.0		Rate Only	
	(b) In situ treatment by blasting	m³				
33.13	Finishing-off cut and fill slopes, medians and interchange areas:					
	(a) Cut slopes	m²	1,250.0			
	(b) Fill slopes	m²	1,250.0			
33.14	Extra over item 33.01 for excavating material from the pavements and fills of existing roads:					
	(a) Non-cemented material	m³	625.0			
33.18	Extra over items 33.10, 33.11 and 33.12 for preparing and/or treating the roadbed and compacting material in restricted areas:					
	(a) Item 33.10 for roadbed preparation and the compaction of material	m³	950.0			
	(b) Item 33.11 for three roller passes compaction	m³	7,285.0			
	(c) Item 33.12 for in situ treatment of roadbed	m³	950.0			
Total Carried Forward To Summary						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Chalets to Gate 44D (CH 1600.000 - CH 3180.000)

PAVEMENT LAYERS OF GRAVEL MATERIAL

[illegible]

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Chalets to Gate 44D (CH 1600.000 - CH 3180.000)

[illegible]

Witness 2

Chalets to Gate 44D (CH 1600.000 - CH 3180.000)

[illegible]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Chalets to Gate 44D (CH 1600.000 - CH 3180.000)

[illegible]

Witness 2

Chalets to Gate 44D (CH 1600.000 - CH 3180.000)

[illegible]C2.23

Chalets to Gate 44D (CH 1600.000 - CH 3180.000)

[illegible]

Witness 2

Hluleka Nature Reserve

Chalets to Gate 44D (CH 1600.000 - CH 3180.000)

DAYWORKS

Item	Description	Unit	Quantity	Rate	Amount	
					R	c
D10.00	DAYWORKS					
D10.01	Personnel					
	(a) Unskilled labour	h	110.0			
	(b) Semi-skilled labour	h	20.0			
	(c) Skilled labour	h	20.0			
	(d) Ganger	h	20.0			
	(e) Flagmen	h	20.0			
D10.03	Plant					
	(a) Bulldozer with rippers (minimum 125kW)	h	10.0			
	(b) Front end loader (minimum 60kW)	h	10.0			
	(c) Tractor loader backhoe 4 x 4 (50kW)	h	10.0			
	(d) Track excavator (125kW)	h	10.0			
	(e) Smooth drum roller (12 ton)	h	10.0			
	(f) Water bowser (10 000 litre)	h	10.0			
	(g) Tip truck 6 m³ capacity	h	10.0			
	(h) Tip truck 10 m³ capacity	h	10.0			
	(i) LDV (1600cc)	km	1,250.0			
	(j) Water pump (75mm diameter with 50m hose)	h	20.0			
Total Carried Forward To Summary						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Chalets to Gate 44D (CH 1600.000 - CH 3180.000)

SUMMARY OF SECTIONS

[illegible]

SUMMARY OF SCHEDULES

SCHEDULE	DESCRIPTION	TOTALS BROUGHT FORWARD
SUB-TOTAL A		R
PLUS: 10% CONTENGINCIES		<u>R</u>
SUB-TOTAL B		R
PLUS: 15% VAT		<u>R</u>
TOTAL *		R

Note:

*Total to be carried forward to the "Form of Offer"

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2



EASTERN CAPE PARKS & TOURISM AGENCY

CONTRACT NO.: 15/FY/24

**THE UPGRADING OF INTERNAL ACCESS ROAD WITHIN THE
HLULEKA NATURE RESERVE**

PART C3: SCOPE OF THE WORKS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1

C.3 SCOPE OF WORK

THE UPGRADING OF INTERNAL ACCESS ROAD WITHIN THE HLULEKA NATURE RESERVE

The Works comprise of the upgrading of the following at Hluleka Nature Reserve:

- i) Upgrading of the internal road from Chalets to Gate 44D (CH 1600.000 - CH 3180.000)

C.3.1 PROJECT SPECIFICATIONS

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The employer's objective is to upgrade internal roads at the Hluleka Nature Reserve

1.2 Overview of the works

The works comprise of:

The scope of work comprises of the following:

- i) Upgrading of internal roads
- ii) Mass earthworks
- iii) Subsoil drainage

1.3 Location of the works

The proposed project sites are located at the following co-ordinates reference points within Hluleka Nature Reserve:

	Start Coordinates	End Coordinates
Chalets to Gate 44D (CH 1600.000 - CH 3180.000)	31°49'0.90"S, 29°18'41.07"E	31°49'33.36"S, 29°18'6.71"E

1.4 Temporary works

Not applicable

1.5 Occupational Health And Safety

The contractor needs to study the following documents:

- i) Occupational Health and Safety Act, 199
- ii) Construction Regulations, 2003

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2 DRAWINGS

The drawings used for setting up the Provisional Bills of Quantities are as follows:

As per Engineers' and Architects' Drawing Schedules

3 PROCUREMENT

3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

3.2 Scope of mandatory subcontract work

Competitive bids shall be invited in respect of each of the above portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the use of BIFSA Non- Nominated Subcontract for use with the GCC 2015 / CIDB Standard subcontract (labour only / Selected Subcontract Agreement / SAFCEC General conditions of subcontract (2003 edition) (select appropriate option) / NEC Engineering and Construction Subcontract / NEC Engineering and Construction Short Subcontract with minimal project specific variations and amendments that do not change their intended usage.

The Employer together with the Contractor shall evaluate the bids received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor.

The Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

The Contractor shall indicate within the list of proposed sub-contractors the names and copies of the registration documents of the proposed sub-contractor registered with the necessary council to be an approved asbestos removal specialist

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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4 CONSTRUCTION

4.1 General Clause

4.1.1 The Contractor shall endeavor to ensure that the expenditure on the employment of temporary workers (local) is in the following proportions:

- i) 10 % women;
- ii) 50% youth who are between the ages of 18 and 25; and
- iii) 1% on persons with disabilities.

4.2 Certification by recognized bodies

Not Applicable

4.3 Services and facilities provided by the employer

Not Applicable

4.4 Plant and equipment

The plant and equipment used on the site shall not be inferior to that described in the Schedule of Plant and Equipment.

4.5 Plant and materials provided by the employer

Not Applicable

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

5 Management

Additional clauses	
1 Site meetings and procedures The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings. The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contracts working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

2 Water and electricity

The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

a) water : A

b) electricity: A

Service	Option		
	A	B	C
	Contractor responsibility	Employer responsibility	
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumed.
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for cost associated with all electricity consumed.

The following temporary services is the responsibility and will be supplied by the Contractor:

- Security
- Sewer services in the form of temporary toilets
- Waste disposal facility

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.1 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 1 day after rain that is considered to justify an extension of time occurs.

5.2 Unauthorized persons

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

5.3 Management meetings

A schedule of meetings will be agreed with the contractor.

5.4 Daily records

The Contractor is instructed to keep a set of signed off daily diaries with specific detail relating to EPWP requirements.

5.5 Payment certificates

Monthly valuations of completed work, including materials on site is to be completed and presented by to the client representative by no later than the 15th of each month to be assessed for payments. The payment certificate will be issued no later than the 25th of each month (Including Contractor's tax invoice) to the Principal Agent for payment within 30 calendar days.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.2 PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART B: MATTERS RELATING TO THE COLTO STANDARD SPECIFICATIONS

B0000 PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

The standard specifications on which this contract is based are the **COLTO - Standard Specifications for Civil Engineering Construction (1998 edition)**. The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

SANS 1914-1 to 6 (2002): Targeted Construction Procurement

SANS 1921 – 1 (2004): Construction and Management Requirements for Works Contracts

Part 1: General Engineering and Construction Works and where accommodation of traffic is involved.

SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts; and Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

This portion of the Project Specifications deals with matters relating to the Standard Specifications.

Where reference is made in the Standard Specifications to the Project Specifications, this portion shall include the relevant information pertaining thereto, (e.g. the requirements where a choice of materials or construction methods is provided for in the Standard Specifications).

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

The number of each clause and each payment item in this portion of the Project Specifications consists of the prefix B, followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. The item number of any new clause or payment item (that does not form part of an existing clause or a payment item in the Standard Specifications) is also prefixed by “B or H or G” followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the Standard Specifications. Where, in the Schedule of Quantities, an item from a particular section of the Standard Specifications is used in another section, the item number of the source section is retained but prefixed by the number of the section where the item is used. This applies to new items introduced in the Project Specifications for a specific section but used in another section.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Add the following at the end of clause 1202:

"A provisional sum is included in the schedule of quantities to cover the costs of relocating services should such work become necessary."

B1203 ROAD INTERSECTIONS AND JUNCTIONS

Add the following to the end of clause 1203:

"Over and above the requirements of clause 1203 of the standard specifications, no additional payment shall be made for the construction of limited lengths and/or widths of roadworks, irrespective of whether it is shown on the drawings, carried out on instruction of the engineer or requiring the use of restricted small plant. Where no specific reference is made in the schedule of quantities, the requirements of this clause shall apply".

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following:

"Quality control (Scheme 1) as detailed in Section 8200 will be used for determining the acceptance levels with respect to the properties of the materials and workmanship executed by the contractor."

B1206 THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS

Add the following at the end of clause 1206:

"It may become necessary to construct level and coordinate new survey beacons during the course of the contract, or to protect existing survey beacons. A provisional sum is included in the schedule of quantities to cover the costs of such work."

Item		Unit
B12.01	Relocation and protection of existing services	
(a)	Provisional sum for existing services to be relocated and / or protected during construction	Prov Sum
(b)	Handling cost and profit in respect of sub item B12.01 (a) above	Percentage (%)

Expenditure under this item shall be made in accordance with clause 48 of the General Conditions of Contract.

The tendered percentage is a percentage of the amount actually spent under sub item B12.01 (a), which shall include full compensation for the handling costs of the Contractor, and the profit in connection with the relocation and / or protection of the relevant services.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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Item		Unit
B12.02	Construction of new survey beacons and protection of existing survey beacons	
(a)	Provisional sum for new survey beacons to be constructed or for existing survey beacons to be protected during construction	Prov Sum
(b)	Handling cost and profit in respect of sub item B12.02 (a) above	percentage (%)

Expenditure under this item shall be made in accordance with clause 48 of the General Conditions of Contract.

The tendered percentage is a percentage of the amount actually spent under sub item B12.02 (a), which shall include full compensation for the handling costs of the Contractor, and the profit in connection with the construction of new survey beacons or the protection of existing survey beacons.

Item	Unit
B12.03	Provision of a Community Liaison Officer (CLO):
(a) Wages, salary and allowances.....	provisional sum
(b) Handling costs and profit in respect of subitem B12.03(a) above.....	percentage (%)

Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the engineer under subitem B12.03(a), and shall include full compensation for the handling costs of the contractor and the profit in connection with the provision of a Community Liaison Officer (CLO)."

Item	Unit
B12.04	Compensation for Project Liaison Committee:
(a) Provision for project liaison committee.	provisional sum (Prov Sum)
(b) Handling costs and profit in respect of subitem B12.04(a) above	percentage (%)

Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under subitem B12.04(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of a Project Liaison Committee."

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Item	Unit
B12.05 As Built Topographic Survey:	
(a) Provisional Sum for as built survey.	provisional sum (Prov Sum)
(b) Handling costs and profit in respect of subitem B12.05(a) above	percentage (%)

The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under subitem B12.05(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of a As Built Survey."

Item	Unit
B12.06 Health and Safety	
a) Fixed obligations for the preparation of risk assessments, safe work procedures, the project H & S file, the H & S plan and any other H & S matters that the contractor deems necessary.	Lump Sum
b) Fixed obligations for completing and checking the Project H & S file and handing over to the Client on completion of the works.	Lump Sum
c) Time related obligations for updating and amending the risk assessments, safe work procedures, the project H & S file, the H & S plan and full compliance with all H & S matters during the construction of the works under the contract.	Month

Payment of the lump sums tendered under sub item (a) and (b) and the rate per month for sub item (c) shall, for the three sub items together, include full compensation for all the contractors charges in respect of compliance with the OHS Act and Construction Regulations.

Payment of the lump sums tendered under sub item (a) and (b) will be made in three instalments as specified by the Engineer.

SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B13.02 PAYMENT

Item	Unit
B13.02 Provision for Survey:	
(a) Survey and assistant.	provisional sum (Prov Sum)
(b) Handling costs and profit in respect of subitem B13.02(a) above	percentage (%)

The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under subitem B13.02(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of Survey."

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3407 MEASUREMENT AND PAYMENT

Add the following to the end of the first paragraph at the start of clause 3407:

“No extra payment shall be made in terms of items 34.08, 34.09 and 34.13 for work that has to be executed in such restricted areas. Allowance for all such extra over costs arising from work executed in restricted areas shall therefore instead be included in the rates tendered for the other items scheduled with reference to Section 3400.”

Delete items 34.08, 34.09 and 34.13 which shall not apply to the work required under this contract.

“Item Unit

B34.14 Pavement layers constructed from gravel obtained from commercial sources, including for hauling the material over an unlimited free-haul distance:

- (a) Gravel selected layer compacted to:
 - (i) 98% of modified AASHTO density (150 mm compacted layer thickness, G5 quality material to upper selected subgrade layer) cubic metre (m³)
- (c) Gravel subbase (stabilized gravel) compacted to:
 - (2) 97% of modified AASHTO density (compacted in layers of maximum thickness 150 mm, G7 quality material) cubic metre (m³)

The unit of measurement shall be the cubic metre of compacted pavement layer, and the quantity shall be calculated from the authorised dimensions of the completed layer.

The tendered rates shall include full compensation for procuring and furnishing suitable approved material of the specified quality from commercial sources, including all excavation costs irrespective of classification, for hauling the material to the site over an unlimited free-haul distance, for breaking down, placing and compacting the material, and for the protection and maintenance of the layer and the conducting of control tests, all as specified. No additional payment shall be made for the removal of oversize material from the road after processing or for the disposal thereof to spoil, including the transport thereof over an unlimited free-haul distance, regardless of the volume of such oversize material.”

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

POHS: HEALTH AND SAFETY SPECIFICATIONS

C

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Occupational Health and Safety Specification

For

THE UPGRADING OF INTERNAL ACCESS ROAD WITHIN THE HLULEKA NATURE RESERVE

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

1 SCOPE

1.1 Preamble

Without derogating from the Occupational Health and Safety Act 85 of 1993 and the Regulations, the tenderer shall take into consideration the following in preparation of the Health and Safety Plan for this project.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on this Health and Safety Specification. Prior to drafting the Health and Safety Plan, and in consideration of the information contained herein, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.

The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

1.2 Scope of Health and Safety Specification Document

The Health and Safety Specifications pertaining to the project is intended to outline any special requirements pertaining to the health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

1.3 Purpose

The Client/ Agent is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

The purpose of this specification document is to provide the relevant Principal Contractor (and his/her subcontractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of infrastructure; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Chris Hani District Municipality. The Principal Contractor (and his/her subcontractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) safety considerations affecting the site of the project and its environment;
- b) safety considerations affecting the persons occupying the site;
- c) health and safety aspects of the associated structures and equipment;
- d) submissions on health and safety matters required from the Principal Contractor (and his/her contractor); and
- e) the Principal Contractor's (and his/her contractor) health & safety plan.

2 OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

2.1 Structure and Organisation of OH&S Responsibilities

2.1.1. Overall Supervision and Responsibility for OH&S

The Chris Hani District Municipality and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 5(1)(h), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.

The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act.

All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 8 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

All Safety officers must be appointed in writing with competence and experience in construction site as per Construction Regulations 2014.

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

2.1.2 Further (Specific) Supervision Responsibilities for OH&S

Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and Regulations.

2.1.3 Communication & Liaison

OH&S Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the Principal Agent.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally but followed up in writing, as and when the need arises.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

3 RESPONSIBILITIES

3.1 Client

- a) The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.
- b) The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of both Principal Contractor and Contractor for approval.
- c) The Client or his appointed Agent on his behalf, will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.
- d) The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:
 - o have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
 - o have failed to implement or maintain their health and safety plan; o o have executed construction work which is not in accordance with their health and safety plan; or

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

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

3.2 Principal Contractor

a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 4 of the Construction Regulations.

Annexure 2 of this Specification contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.

b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

c) The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.

d) The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

e) The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)

f) The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.

g) The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

- h) The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.
- i) The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
- j) The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

4 GENERAL REQUIREMENTS OF HEALTH AND SAFETY PLAN

4.1 General

It will be expected from the Contractor to include in his safety plan method statements on how to accomplish the requirements relating to the Construction Regulations, 2014 and related incorporated standards and regulations.

Contractors should describe how their safety management systems will work and what control procedures they plan on using to ensure safety on the construction site

The following aspects should be covered in their safety plan

- i) What administrative procedures the Contractor envisages to use in the implementation and maintenance of the safety plan with reference to the construction site
- ii) How continuous assessment of the safety plan will be assessed and implemented with respect to construction site
- iii) What control systems the Contractor envisages to implement on site to support his safety program
- iv) How the Contractor will ensure that he adheres to the construction regulations in respect of competent persons

Depending upon the acceptance of the Contractor's Health and Safety Management Plan by the Employer. The Contractor's Health and Safety Plan should include, but not be limited to, those sections indicated in Section 3.2 of this specification.

4.2 Outline of Health and Safety Plan The Contractor's Health and Safety Plan prepared in accordance with this specification shall consist of at least the following sections and sub-sections:

- 1. Aim and Scope of Plan,
- 2. Risk Assessment,
 - a. Alternative Forms of Risk Assessment,

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

- b. Methodology of Risk Assessment,
 - c. Elements of Risk Assessment,
Scope of assessment, Risks Identified, Risk Analysis, Risk Evaluation, Risk Treatment, Monitoring and reviewing,
- 3. Resources,
Health and Safety Staffing Organogram, Supervisors, Inspectors and Issuers, Employees, Subcontractors inclusive of their scope of work and their core resources, Training, Plant, Vehicles, Equipment
- 4. Materials,
Temporary Materials, Permanent Materials
- 5. Categories of Work
- 6. Implementation of Health and Safety Plan,
Administrative systems, Training, Reporting, Monitoring, Inspections
- 7. Auditing,
Internal audits of subcontractors and follow-up audits
- 8. Emergency procedures and response
- 9. Trainings
HIV/Aids, Induction of employees and Visitors

5 RISK ASSESSMENT

5.1 General

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Regulation 9 of the Construction Regulations, 2014. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged. The Contractor is to take into consideration the scope of works when compiling the risk assessment.

5.2 Updating of Risk Assessment

The Contractor is to update his risk assessment in accordance with any design changes and/or when he becomes aware of any issues that will affect the health and safety of his employees and others.

6 RESOURCES

6.1 General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its Regulations and related incorporated standards with regards to the resources and facilities intended for use on the temporary and permanent Works.

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

6.2 Legal appointments

6.2.1 Inspectors, supervisors and Issuers

The Contractor shall provide in his Health and Safety Plan his intended Staffing Organogram for the Works. The organogram should include those inspectors, supervisors and issuers as envisaged in the Construction Regulations, 2014 required for the Works and any additional supervisory staff members as the Contractor (having taken the scope of the Works into account) considers necessary.

Copies of the supervisory staffs’ curriculum vitae or portfolio of evidence and their appointment letters should be appended to the Contractor’s Health and Safety Plan.

The Contractor’s Health and Safety Plan should in addition cover at least the following aspects:

- a) The number of unskilled, semi-skilled and skilled (including Foreman, Charge hands, Artisans, Operators, Drivers, Clerks, Store man and Team Leaders) employees he intends employing on the Works,
- b) The health and safety training to be provided to the Contractor’s employees,
- c) The programme of the health and safety training,
- d) Systems for the review of the effectiveness of the training provided, and
- e) Systems to determine further training requirements throughout the construction period.

The Contractor shall ensure that he includes in his Health and Safety Plan the appointment letters for all his inspectors, supervisors and issuers appointed for the Works.

6.2.2 Subcontractors

The Contractor shall with reference to the use of subcontractors on the Works and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- a) The steps intended to ensure that his Subcontractors prepare, implement and maintain Health and Safety Plans,
- b) How health and safety information will be made available to his Subcontractors when changes are brought about to the design,
- c) How he intends determining that his Subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works,
- d) How he intends determining if his Subcontractors have made provision in their tenders for the cost of health and safety measures during the construction of the Works,
- e) How he intends satisfying himself on the competencies and resources of Subcontractors he intends appointing, and
- f) How he intends ensuring that his Subcontractors perform risk assessments prior to commencing their respective portions of the Works.

6.2.3 Competencies

The Contractor shall establish if a person is competent to perform a certain duty or be appointed in a certain capacity by requesting all candidates to supply the required certificates

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

of competency. Where certificates of competencies cannot be delivered, the Contractor shall request a portfolio of evidence from the respective candidates.

Contractors should do enquiries at the South African Qualifications Authority (SAQA) relating to the qualifications required for appointment of competent persons.

6.3 Plant, Vehicles and Equipment

The following plant, vehicles and equipment is relevant:

- i) Construction vehicles and mobile plant and Machinery on construction sites, Ladders, Personal Safety Equipment and Facilities, First Aid, Emergency Equipment and Procedures

The Contractor shall cover at least the following matters in his Health and Safety Plan:

- ii) How he intends complying, o What systems he intends using to ensure the safety, o What tests will be performed to establish the safety, o How he intends maintaining plant, vehicles and equipment, and o How he will document compliance.

7 MATERIALS

7.1 General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the design, supply, storage and erection of materials used for the temporary and permanent Works.

The following shall be discussed in detailed:

- i) Use and temporary storage of flammable liquids on construction sites Stacking and storage

8 CATEGORIES OF WORK

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the execution of the following categories of work.

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

8.1 Construction welfare facilities

Contractors will be required to adhere to Regulation 28: Construction Welfare Facilities.

This regulation must be read in conjunction with the provisions of the Facilities Regulations, 1990 (as amended) and SANS 0400.

The Contractor must discuss the following in detail in his safety plan:

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

- i) How will the Contractor establish the number of facilities required for employees to shower, change, eat and attend to sanitary needs
- ii) What measures will the employer take to house employees on site who lives far from their residences or for the provision of transport

8.2 Environmental regulations for workplaces

The Contractor shall comply with the Environmental Regulations for Workplaces, 1987, and shall address the following aspects as described in the regulations in his Health and Safety plan:

- i) Thermal requirements, Lighting, Windows, Ventilation, Housekeeping, Noise and hearing conservation and Fire precautions and means of egress.

8.3 Housekeeping on construction sites

Contractors will be required to adhere to Construction Regulation 27: Housekeeping on construction sites.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Contractor must discuss the following in detail in his safety plan:

- o How will contractors ensure the neatness of construction sites?
- o What measures does the Contractor envisage to Store and/or stack materials, remove debris from site, prevent unauthorized entrance to the site, protect employees or passers-by from falling objects

8.4 Fire precaution on construction sites

Contractors will be required to adhere to Construction Regulation 29: Fire precautions on construction sites.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Contractor must discuss the following in detail in his safety plan:

- o How the Contractor will minimize the risk of fire on the site
- o How the Contractor will identify potential fire hazards
- o What prohibitions the Contractor will implement to manage risk areas
- o How many employees the Contractor will train in fire fighting
- o What organization the Contractor envisage to combat fires on sites
- o What precautions and procedures will be followed to evacuate employees in the case of a fire

8.5 Watching, barricading and lighting

The Contractor must discuss the following in detail in his safety plan in respect of any excavation or other dangerous activity adjacent to public roads and thoroughfares:

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

o High visibility snow netting shall be used at all times, o Type and spacing of warning lights and warning signs, flagmen and o Control systems and personnel, he intends employing to ensure that the above items are maintained.

9 IMPLEMENTATION OF CONTRACTOR'S HEALTH AND SAFETY PLAN

9.1 General

The Contractor shall describe in his Health and Safety Plan how he intends implementing his plan.

The Contractor shall indicate the methods he intends using to ensure accurate record keeping of all critical elements identified in his risk assessment and covered in his Health and Safety Plan.

The Contractor shall indicate how internal audits will be carried out, how shortcomings will be addressed, how he intends to review the safety plans, how he would train staff and how he would implement the findings and recommendations of internal audits or inputs of employees.

9.2 Administrative Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996. The Contractor's administrative system shall without limiting his obligations, cover the following:

- i) Upkeep of a safety file on site,
- ii) Maintenance of his Health and Safety plan,
- iii) Procedures to follow for the appointment of competent persons,
- iv) Application for notification,
- v) Procedures to follow for notifications,
- vi) Injury on duty [IOD] administration,
- vii) Recording of minutes of safety meetings,
- viii) Recording of checklists,
- ix) Safe keeping of checklists, and
- x) Internal audits.

The Contractor shall in particular ensure that at least one copy of the Occupational Health and Safety Act, 1993.

9.3 Reporting Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996 and shall in particular (in accordance with section 12) furnish an inspector with information relating to health and safety on the construction site, when requested to do so.

The Contractor shall notify the Employer of any investigations, complaint or criminal charge which may arise as a consequence of the provision of the Occupational Health

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

and Safety Act, 1993 and its Regulations, pursuant to work performed in terms of this Contract.

9.4 Training

The Contractor shall train all his employees in accordance with the requirements of section 13 of the Occupational Health and Safety Act, 1993. The Contractor shall ensure that every employee is informed of the following:

- i) The hazards of any work he has to perform or plant machinery or equipment he is permitted to use,
- ii) Training (toolbox talks) shall be conducted weekly, and/or HIV/Training shall be conducted
- iii) The precautionary measures which should be taken regarding the above.

The Contractor shall, without limiting his obligations, indicate in his Health and Safety Plan how he intends: o Identifying the training needs of the personnel he intends employing, and o Implementing the training identified.

9.5 Inspections and Monitoring

The Contractor shall be required to inspect each workplace prior to works commencing to ensure that all protective equipment is in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety. The Contractor shall without limiting his obligations, indicate the following in his Health and Safety Plan:

- i) The inspection and monitoring procedures he intends employing to determine the safety of workplaces, and
- ii) Who will be responsible for the checking of each workplace at the commencement of each shift?

The Contractor shall include in his Health and safety Plan all the checklists he intends using during the inspection and monitoring of the implementation of his Health and Safety Plan.

The Contractor can expect inspections of the works by any of the following parties: o The Employer or his Safety Agent, or o The designated officer serving in the Department of Labour and appointed by the Minister as chief inspector or his representative.

In addition to site inspections performed by the Employer or his safety agent they shall also do audits and asses the safety situation at the works and investigate incidents. Follow-up inspections will be performed to ensure compliance to recommendations done.

10 AUDITING

10.1 Internal Audits

The audits contemplated in regulation 5(1)(d) of the Construction Regulations,2014 will be carried out by the Employer or his appointed Safety Agent.

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

The intervals for the audits shall be agreed between the Contractor and the Employer or his Safety Agent during the preparation of the Contractor's Health and Safety Plan, but shall be carried out at least once every month or at such shorter interval that an inspector may require. The Employer or his Safety Agent shall provide at least 24 hours notice prior to the conducting of an audit.

The findings of each audit will be made known to the Contractor and the Employer in a report prepared by the Employer or his Safety Agent and will be submitted to all parties within seven working days of the respective audit being completed. Any shortfalls identified will be documented in the audit report together with the Contractor's proposals to rectify the same. All audit reports will be filed in the Health and Safety File.

A date for a follow up audit will be negotiated with the Contractor to verify the implementation of all actions to rectify shortfalls as identified in the audit report.

The Principal Contractor will ensure that the same arrangement detailed above be implemented with his Contractors to ensure his compliance with the Construction Regulations.

10.2 Audits by Employer or Safety Agent

The Employer or Safety Agent will be entitled to carry out additional audits or follow-up audits, as the case may be, at any time during the construction period provided that: o The audit or follow-up audit are carried out during ordinary working hours, and o The Employer or Safety Agent gives the Contractor at least 24 hours' notice of his intention to carry out such audits.

The Principal Contractor's employees indicated in Section 9.1 will be present during any audit carried out by the Employer or his Safety Agent.

11 MEASUREMENT AND PAYMENT

11.1 Measurement and Payment

The scheduled items for health and safety will be included in the preliminary and general section of the schedule of quantities.

The Principal Contractor shall price all items scheduled in this section of the schedule of quantities to enable the Employer to comply with Construction Regulations, 2014. Failure by the Contractor to price these items will force the Employer to reject the Contractor's tender in term of the Construction Regulations, 2014.

Payment for the scheduled items will be in terms of clause 8.2 of SABS 1200 A.

11.2 Scheduled Items

11.2.1 General

The maintenance of safe work practice at all times and in all sections of the execution of the works is embedded in the day to day site activities of all the Contractor's management, staff and workforce on the contract.

However, the introduction of the Construction Regulations in 2014 requires from the Employer to ensure that the Principal Contractor has made adequate provision for the

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

execution of the works within the specifications of said regulations. The following minimum pricing is taken into consideration:

- i) It must be noted that the lists below are not exhaustive and that many items have been traditionally priced by the Contractor as an integral part of his Preliminary and General items or as part of the overhead costs of other items. The tender document, although not detailed with regards the Construction Regulations, requires that the Contractor ensures adherence to the Occupational Health and Safety Act (Act 85 of 1993) the Construction Regulations, 2014.

11.2.2 Fixed-Charge Items

- a) Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and its regulations and with the Employer's Health and Safety Specification

Allowance for Contractor's initial obligations in respect of the OHS Act and Construction Regulations

Sum

Allowance for Compilation and Submission of the Health and Safety File

Sum

Personal protective clothing and equipment

Sum

Fences, signs and barricades

Sum

Medical Certification of Employees

Item

11.2.3 Time-related Items

- a) Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and its regulations and with the Employer's Health and Safety Specification

Allowance for Contractor's time related obligations in respect of the OHS Act and Construction Regulations

Sum

Allowance for provision of full time Construction Safety Officer.....

Sum

Allowance for provision of a Level 2 First Aider per construction site

Sum

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

Allowance for the upkeep of the Health and Safety File
Sum

Health and Safety training as required
Sum

The time related item shall include but shall not be limited to the following:

- i) The employment cost of all health and safety personnel including consultants, health and safety officers, inspectors, supervisors and issuers required in terms of the Contractor's Health and Safety Plan,
- ii) Updating the Health and Safety Plan as needed,
- iii) Carrying out of periodic own audits and follow-up audits,
- iv) Compiling ongoing risk assessments and risk assessment reports as required by the Works,
- v) Convening of regular safety meetings with the Safety Representatives,
- vi) Accompanying and supporting the Employer or his Safety Agent during ad hoc audits,
- vii) Compilation of monthly safety reports and statistics for the Employer or his Safety Agent,
- viii) Implementation and maintenance of Training
- ix) Maintenance of personal protective clothing and equipment
- x) Maintenance of fences, signs and barricades
- xi) Implementation and maintenance of safety administration
- xii) Other Health and Safety Time-related Obligations

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

ANNEXURE A1: IDENTIFIED HEALTH AND SAFETY HAZARDS

In terms of Regulation 5 of the Construction Regulations 2014 the hazards with the scope of work must be identified.

NOTE:

It remains the responsibility of the Contractor to identify all possible hazards with regards to his scope of work and to put measures in place to mitigate, reduce or control these hazards. The table below shall be used;

ACTIVITY/TASK	POTENTIAL HAZARD
	•
	•
	•
	•
	•
	•

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

ANNEXURE A2: NON-CONFORMANCES AND PENALTIES

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or noncompliance with the Clients specifications or PCs H&S Plan; neither the Principal Contractor nor any other Contractor shall have a claim for extension of time or any other compensation.

The following constitute the types of non-conformances that will attract penalties:

Minor: Fine: R100/count	Medium: Fine: R500/count and a nonconformance	Severe Fine: R5000/count, a nonconformance and/or activity stoppage
Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water	Contractors working without Health and Safety Plan approval
Non-completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate H&S method statements	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Noncompliance with traffic accommodation requirements: layout or physical conditions
	No monthly OHS report at site meeting to report on	Fall protection harness not tied off/ not worn
	No certificates of fitness for workers as required	Any breach of legal requirements
	Working without approved method statements	
	Item not attended to as identified in audit report – first transgression	Item not attended to as identified in the audit report – second transgression

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety of workers and other person involved in accordance with these specifications, the OHS Act and the regulations shall be sufficient cause to apply the above penalties.

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

BASELINE HAZARD IDENTIFICATION AND RISK ASSESSMENT

Project / Construction Site & Exact Location of the Work Performed	THE UPGRADING OF INTERNAL ACCESS ROAD WITHIN THE HLULEKA NATURE RESERVE				
		Next Review Date		Approved by	

Use the Standard Risk Matrix to determine the Raw and Residual Risk Ratings.

S/N	Work Activity	Hazard	Consequential Risk/Possible Accident/ill health to persons,for fire or property loss	Existing Risk Control	Severity	Likelihood	RPN
1	Gaining access to site	Restricted access to site Parking and or delivery areas	Damages to private vehicles , Construction vehicles and or mobile plant ,delivery vehicles	Proper layout of site by Construction Manager,taking into consideration all transport plant and material movements and storage on site.Construction Manager to check layout Drawing to compare with the requirements of the OHS Act and other relevant regulations.	3	1	3
2	Bulk diesel storage	Lack of or failure to implement fire prevention measures.Uninforme d workers and visitors	Risk of fire,explosions resulting to burns to the body or even multiple fatalities. Fire spreading to adjacent structures.Serious damages to property	Diesel tanks to be a distance of 10 meters away from any structure and parking areas.A slab with a bund wall capable of carrying 110% of the tank capacities must be constructed for the tanks to stand in.Induction of workers an visitors HCS superviisor / Controller to be designated in writing	5	2	10
3	Storage of flammable	Unsafe storage of flammables	Risk of fire , explosions resulting to burns to the body or even multiple fatalities. Fire spreading to adjacent structures. Serious damages to property	Flammable store to be well ventilated and fitted with a roof to protect from direct exposure to sunlight HCS Supervisor / controller to be designated in writing. Induction of workers and visitors	5	2	10

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4	Temporary electrical installations	Incompetent / unregistered electricians. Incorrect / unsafe installations. Damaged cables.Exposed wires	Electrocution, fires serious damages to property. Serious injuries, possible fatalities	Installation to be done by a competent registered electrician or electrical contractor.Electrical installation inspector to be designated in writing.	4	2	8
5	Site security and security fencing	Lack or absence of access control. Inadequate security fence.	Uncontrolled access to construction site.Injury to persons,theft / property loss.	Security guards to be appointed to keep watch.Security fencing to be a minimum height of 1.8 meter around site area together with two double gates. Symbolic safety signage.	3	4	12
6	Availability of basic facilities and emergency services / equipment .	Not having the essential services at hand.	Worsening of first aid injuries.Detreatment health to employees spread of fires.	Services to be available during site establishment. Fire extinguisher equipment First aid boxes Drinking water Tolilets	4	3	12
7	Public Safety	Not informing employees and public what the site rules are.	Injuries to persons and / the public liability / court claims	Induction of workers and visitors	4	4	18
8	Designation of laydown areas	With inadequate space various materials will be stacked on top of each other causing unstable stacks	Unstable stacks of materials msy fall onto persons resulting in serious injuries / even fatality	Laydown areas to be sufficient in size.Timber poles and / other suitable base material to be available to stack materials on.Laydown areas to be firm level ground.	5	3	15
9	Condition of ablution facilities	Unclean ablution facilities.Non – ventilated ablution facilities	Possible health problems due to propagation of germs	Tolilets are to be well ventilated and kept clean at all times.Water for washing of hands to be readily available	3	3	9
10	Emergency procedures	Not having or knowing what the emergency procedures are.	Not adhering to written procedures may result in worsening of injuries or even death.Delayed arrival of ambulance on site could cause injuries to die.	Construction Supervisor are to be aware of emergency procedures to be followed,if and when required.	5	3	15
11	Personal Protective Equipment	Tools and flying foreign	Injury to hands,feet and other parts of the body.	Always use the correct personal protective equipment suitable	3	4	12

C3.33

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		objects, Employees not wearing suitable PPE.		for the type of tool being used or job being done. Construction Manager and Safety Officer to ensure continued availability of PPE.			
12	Use of Hand Tools	Incorrect use of hand tool	Injuries to hands, feet and other parts of the body.	Always use the right tool for the job. All employees are to be properly trained on safe use of hand tools.	3	2	6
13	Use of Hand Tools	Working in close proximity to each other.	Workers hitting each other with tools resulting in serious injuries.	Induct all employees to take care of their health and safety and others working in the areas. All employees are to be properly trained on safe use of hand tools.	3	2	6
14	Condition of hand tools	Substandard tools mushroom heads (chisel) Broken handles, blunt ends, etc	Injury to hands, feet and other parts of the body	Tools must be maintained on a regular basis. Supervisor must ensure all tools are kept safe. Hand tools inspector to be designated in writing	3	4	12
15	Care and storage of hand tools	Incorrect storage of hand tools not being cleaned.	Excessive dirt on tools may cause damage to property. Tools lying around causing tripping hazards resulting in injuries to hands and other part of the body	Always keep tools clean and store safely after use. Employees to be inducted regarding care and safe storage of hand tools	2	3	6
16	Using a pick and a shovel to excavate	Unsafe use of pick or a shovel	Injury to employees.	Induct employees on a safe working procedures. Supervisor and charge hand to control. Toolbox talks	2	3	6
17	Using a pick and a shovel to excavate	Defective tools	Injury to employees.	All tools to be inspected before use and defective tools are to be quarantined or discarded. Hand tool inspector to be designated in writing	2	3	6
18	Using a pick and a shovel to excavate	Excessive dust	Prolong exposure may cause chest irritation and / lung disease	Implementation of dust control measures such as water spraying area. Employees to wear suitable PPE including dust mask.	3	2	6

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

19	Using a pick and a shovel to excavate	Unstable/ loose material may cause unsafe condition	Injury to employees and damages to excavation	Check sides of excavation Supervisor to inspect sides on regular basis. Supervisor and charge hand to control and monitor	2	1	2
20	Using pick and a shovel to excavate	Materials placed on sides of excavations	Material falling onto employees when working inside the excavation causing serious injuries	Excavated material to be placed away from sides of excavation. Employees to be instructed not to place loose soil on edge of the excavation. Supervisor and charge hand to control and monitor	3	2	6
21	Using a pick and a shovel to excavate	Not providing a ladder or access ramp for easy access and / or egress	Employees not able to enter or exit the excavation safely resulting in muscle strains. Employees not able to exit the excavation in case of emergency resulting in serious injuries or even fatality	All excavations deeper than 1.5m must have an access ladder or access ramp available for employees to get into and out of the excavation safely. Supervisors to ensure employees are given safe and convenient means of access to excavation. Toolbox talks to be conducted	4	1	4
22	Using a pick and a shovel to excavate	No shoring of excavations. Unprotected excavation	Sides collapsing and causing serious injuries or even fatality. Persons falling into unprotected excavations resulting in serious injuries.	Sides of excavation to be shored and barricaded immediately. Put adequate shoring and strong physical barricades in place immediately, if needed	5	2	10
23	Safeguarding of open trenches 0-1.0 m Depth	Unprotected open excavations	Pedestrians falling into excavations may cause serious injuries	In open areas of low pedestrian traffic, wire/ fence with hazard tape to be used for barricading. Supervisor to monitor daily	3	2	6
24		Unprotected open excavations	Vehicles driving into excavations resulting in damage to property and or serious injuries	In open areas of low vehicle traffic wire/fence with hazard tape to be used for barricading. Supervisor to monitor daily.	3	2	6
25		Unprotected open excavations	Livestock falling in and or getting stuck causing	In open areas of low pedestrian / animal traffic, wire/ fence with hazard tape to be used for	3	2	6

C3.35

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

			serious injuries to livestock	barricading.Supervisor to monitor daily			
26	Operation of bulk mixing plant	Operator not wearing suitable PPE	Injury to employee	Batch plant operator to use suitable personal protective equipment .	2	3	6
27		Excessive noise defective silencer	Prolonged exposure to noise exceeding 85dBA for an 8 hour long shift may cause damage to ears or impaired hearing.	Check licencers.Barrier walls to be created where deemed necessary.Noise survey to be conducted and noise zones established	4	3	12
28		Not able to stop production process in time during an emergency	Injury to workers	Batch plant operator to be in charge at all times and should keep an eye on his whole team.Advise all concerned when going to start or stop production.	3	3	9
29		Not inspecting bulk mixing plant before use.	Failure of machine parts causing delay in production process.Damages to the property	Daily checklist must be used to conduct inspection before commencing with production everyday. Operator to be trained how to do inspection of the plant from a mechanical and health & safety point of view.Checklist to be counter signed daily by the construction Supervisor.	2	3	6
30		Starting of the machine while being cleaned .	Moving parts of machine can cause injury to hands or arms.Injury to workers,possible fatality	Put system in place to prevent starting machine while being cleaned. Operator to clear around machine area before starting the ingine	5	2	10
31		Exposed moving parts of machinery	Serious injuries to parts of the body and / amputations.	Safeguarding of machinery	3	2	6
32	Mixing of concrete by hand	Unsafe use of hand tools	Injury to employees	Training on safe use of hand tools to be provided to team.Supervisor to monitor and control.Employees to use suitable PPE.	2	2	4
33		Defective Tools	Injury to employees	All tools to be inspected before use and defective tools are to be quarantined or disarded.	2	3	6

C3.36

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

				Hand tool inspector to be designated in writing.			
34		Coming into contact with cement /wet concrete	Skin irritation	Use of suitable PPE e.i Safety gloves,overalls.	2	2	4
35		Excessive dust	Prolonged exposure may cause chest irritation and / lung diseases	Implementation of dust control measures such as water spraying the area.Employees to wear suitable PPE including dust mask.	3	2	6
36	Placing concrete from bucket hoisted by crane	Concrete bucket hitting the employee	Injry to employee resulting in lost time injury or even fatality	Only the bankman or spotter to direct crane at loading and discharge.Workers to be adviced to stand clear of the path of the bucket.	5	3	15
37	Handling of concrete bucket	Unsafe handling of concrete bucket	Opening and closing of concrete bucket causing spillages of concrete.injury to hands and the body	Use safety gloves,Ensure the bucket is properly closed after each placing.	4	3	12
38	Vibrating concrete	Concrete splash from vibrating,operating the poker	Eye injuries,hand injuries.	Safety goggles ,safety gloves,Operator self check for PPE.	3	2	6
39	Casting concrete for the walls	Workers faalling due to insufficient scaffold planks,workers recieving concrete whilst standing on rebar.	Injury to body, disabling and even fatal	Use correct scaffolding ,provide planks and handrails on rebar.	5	3	15
40	Casting concrete for the floors	Concrete coming in contact with the skin	Injury to the feet and legs	Wear long ruber boots and safety gloves .Operator self check , supervisor to control	2	3	6
41	Mixing of building mortar	Faulty hand tools	Injuries to parts of the body	Use of correct PPE .Inspection of hand tools	2	4	8
42	Stacking or placing bricks at works site	Unsafe stacks of bricks	Stacks may fall over resulting into serious injuries and damage to property	Stacking of bricks must be supervised by a competent person	3	3	9
43	Positioning profile fishline	Incorrect levels	Poor quality of work	Straight profiles and strong tight fishlines	3	3	9

C3.37

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

44	Supply mortar to bricklayers	Faulty hand tools	Injuries to parts of the body	Use of correct PPE,inspection of hand tools	2	4	8
45	Laying of bricks to wall	Faulty hand tool,poor standard of scaffolding or trestless.not using correct PPE	Poor quality of work.Scaffold colapse resulting into serious injuries .Falling of bricks	Use of correct PPE.Good standard of scaffolding trestles,tools in good condition	4	3	12
46	Cleaning up of work area (house keeping)	Rubble ,bricks and tools lying around site working areas	People could trip and fall resulting into bruises ,cuts scratches and fractures when falling over object	Working areas to be cleaned at all times	3	4	12
47	Erecting scaffolding	Unsafe handling of scaffolding components	Falling scaffold boards,ledger,standards , etc may cause serious injuries to persons	See RA for scaffolding	3	4	12
48	Working at heights	Working unsafely at heights	Falling objects may cause serious injuries to workers below,workers may also fall from heights resulting into serious injuries or even death	Training of employees regarding safe work procedure for working at heights adequate supervision	5	3	15
49	Wild animals	Wild animals roaming about	Employees may encounter wild animals moving around	Induction on how to behave around animals,daily riek assessment trainings,emergency procedures training on how to handle and working cautiouslyaround the areas.Signage of all animals that are in the nature reserve,also to be pasted in the construction vehicles on site.First aid box and traing on how to render first aid.	5	4	12
50	Snakes	Snakes may be prevalent as the area is a nature reserve	Employees may be at risk of being bitten by snakes which sometimes may be venomous.	Workers to be inducted regarding snake bites.Sgnage in construction vehicles.First aid kit and a quqlified first aider on site for emergencies.	5	3	15

C3.38

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

51	Bees	Bees are common encounter in a nature reserve	Workers may be allergic to bee stings	Information must be obtained from workers regarding allergies.First aider should be available on site at all time for emergencies.First aid kit should be on site always.	5	4	12
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<u>COMPILED BY</u> Name:Mantombi Mneni Signature Date	<u>APPROVED BY</u> Name: Signature Date	<u>AUTHORISED BY (Client Agent)</u> Name: Signature Date
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C3.39

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.3.1 LOCALITY PLAN

The Hluleka Nature Reserve is located 30 kilometres south of Port St Johns and just 23.3 kilometres from Coffee Bay along the N2 in the Eastern Cape. The Access from the east can be reached via N2 to Patensia along the R331 and from Patensie to Komdomo on the R332 (27km). The locality map of project sites and coordinates Hluleka Nature Reserve (HNR) is shown in Figure 1 &Table 1 below respectively:

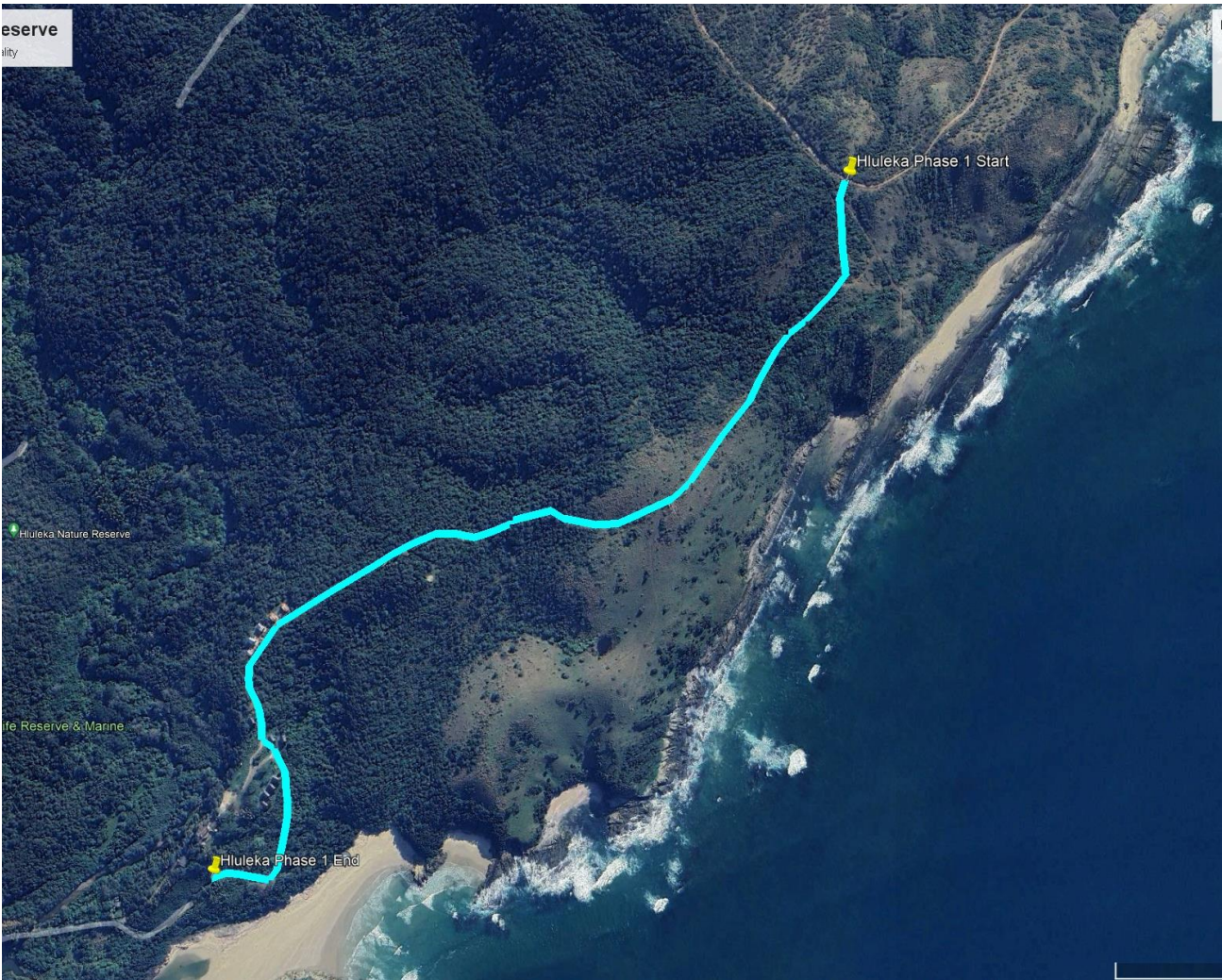


Figure 1: Map showing Project Sites at Hluleka Nature Reserve

Table 1: Coordinates of Project Sites at Hluleka Nature Reserve

	Start Coordinates	End Coordinates
Chalets to Gate 44D (CH 1600.000 - CH 3180.000)	31°49'0.90"S, 29°18'41.07"E	31°49'33.36"S, 29°18'6.71"E

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.3.2 TENDER DRAWINGS

See attached

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.3.3

CONTRACT BOARD LAYOUT DETAIL

Contract Board layout details to be provided after award of contract.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.42

C4 SITE INFORMATION

C4.1 GEOTECHNICAL INFORMATION OF SITE

A geotechnical investigation of the area was required in order to determine the engineering soil properties for road geometric design and related storm water and can be made available upon request

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2