



# INDEPENDENT DEVELOPMENT TRUST

IDTECRFQ/01/DOEEISP/2023/2024

IDT EISP PROGRAMME

PURPOSE: REQUEST FOR QUOTATION (RFQ)

## DESCRIPTION

### DEMOLITION OF STRUCTURES AT MCHENI JUNIOR PRIMARY SCHOOL

The completed RFQ Document, sealed in an envelope and clearly endorsed must be placed in the Tender Box situated at the entrance to the offices of the IDT

**By no Later than 06 June 2023 at 11h00**

## BIDDER'S INFORMATION

*(Must be completed by Bidder)*

Company Name	
Contact Person	
Cell / Tel Number	
E-mail Address	

### **Prepared By:**

The Independent Development Trust (IDT)  
Palm Square Business Park  
Silverwood House  
Bonza Bay Road  
East London  
5241

School Name	Town	Local Municipality	Location	Co-ordinates
Mcheni JSS	Tsolo	Mhlontlo LM	Ntywenka A/A Ku-Jenca Village	-31,30675000 S 28,58548500 E

### List of Returnable Documents

List of returnable documents are for ensuring that everything the employer requires a tenderer to submit with his tender is included in, or returned with, his tender submission. Tick below if returnable document is attached or completed properly.

ITEM	LIST OF RETURNABLE DOCUMENTS	TICK IF ATTACHED
1.	Company Registration Documents (Cipro Certificate)	
2.	Original certified ID copies of directors (Certification must not be older than three months from closing date)	
3.	COIDA or FEM (letter of good standing registration certificate)	
4.	CIDB Grading of <b>x 2GB or Higher</b>	
5.	Invitation to Bid - <b>SBD 1</b>	
6.	Bidder's Disclosure - <b>SBD 4</b>	
7.	Preference Points Claim Form in terms of the Preferential Procurement - <b>(SBD 6.1)</b>	
8.	BOQ must be completed in full with Black Ink. <b>(In-cases where only final amount is provided, it will be considered that the total amount is inclusive of all items on the BoQ and are inclusive of VAT)</b>	
9.	Completed Form of Offer, fully signed and witnessed.	
10.	Letter of Authority for Signatory	

## 1. TENDER DATA

ITEM	DESCRIPTION
1.1 Quotation Issue Date	19 May 2023
1.1.1 Compulsory Briefing	23 May 2023, Tuesday at 10H00
1.2 Quotation Closing Date	06 June 2023 at 11h00 – No late submissions will be received and/or considered.
1.3 Quote Reference No.	IDTECRFQ/01/DOEEISP/2023/2024
1.4 Enquiries	<p>Any queries shall be directed in writing to the IDT and shall be addressed to the contact person/s in the addresses indicated below;</p> <p><b>Name:</b> Ms. Nomnikelo Dyasi  <b>Email:</b> <a href="mailto:NomnikeloN@idt.org.za">NomnikeloN@idt.org.za</a>  <b>Tel:</b> (043) 711 6024 (08h30 – 17h00 weekdays only)</p>
1.5 Compulsory Requirements	<p>1.5.1 CIPC Document</p> <p>1.5.2 Certified copies of ID documents of directors not older than three months from the closing date</p> <p>1.5.3 COIDA or FEM (letter of good standing registration certificate)</p> <p>1.5.4 Proof of CIDB grading of <b>2 GB OR higher</b></p> <p>1.5.5 Fully completed and signed Invitation to Bid (<b>SBD 1</b>) form</p> <p>1.5.6 Fully completed and signed Bidder's Disclosure (<b>SBD 4</b>) form</p> <p>1.5.7 Fully completed and signed Preference Points Claim Form in terms of the Preferential Procurement (<b>SBD 6.1</b>)</p> <p>1.5.8 Completed BOQ (in black pen ink- <b>In cases where only final amount is provided, it will be considered that the total amount is inclusive of all items on the BoQ and are inclusive of VAT</b>))</p> <p>1.5.9 Completed Form of Offer, fully signed and witnessed</p> <p>1.5.10 Letter of Authority of Signatory</p> <p><b><u>FAILURE TO SUBMIT ANY OF THE ABOVE WILL LEAD TO DISQUALIFICATION</u></b></p>
1.6 Returnable Documents	1.6.1 In line with the Submission checklist (Refer to Page 02)
1.7 Evaluation Criteria	1.7.1 The 80/20 Evaluation System will be applicable.
1.8 Bid Award Criteria	1.8.1 The bid will be awarded to the highest point's scorer provided that;

ITEM	DESCRIPTION
	<p>1.8.2 The bidder submits proof of CSD registration with <b>Compliant Tax Status</b></p> <p>1.8.3 Failure to comply with items 1.8.2 (tax compliance) above, within a reasonable period as would be indicated by the IDT, will result in the appointment of the next best point's scorer.</p> <p>1.8.4 Note: The IDT reserves the right not to award the bid to the highest point's scorer</p>
<b>1.9 Submission of Quotation documents</b>	<p>Quotation documents shall be <b>hand delivered</b> to the <i>Implementing Agent (IDT)</i>, and shall be marked as follows:</p> <p><b>The Independent Development Trust (IDT)</b>  Palm Square Business Park  Silverwood House  Bonza Bay Road  East London  5241</p> <p><b>Marked confidential Quotation and Indicate the Following:</b></p> <p><b>IDTECRFQ/01/DOEEISP/2023/2024: DEMOLITION OF BUILDING STRUCTURES &amp; FENCING AT MCHENI JUNIOR PRIMARY SCHOOL</b></p> <p><b>The bid box is located at the idt's main reception area as per the address indicated above</b></p>
<b>1.10 Pricing / Fee Proposal / Quotation</b>	<p>1.10.1 Quotations shall be carried out in line with the pricing schedule/BoQ attached in this document.</p> <p>1.10.2 Quotations shall be inclusive of VAT (Where Applicable - VAT Vendors)</p> <p>1.10.3 Quotations shall be valid for 90 calendar days.</p>

## **FUNCTIONALITY**

Tenderers are to obtain a minimum of 60% (60 Points) of the functionality points to be considered for the next stage.

### **Breakdown of the functionality points:**

Functionality area	Points
Capacity to Deliver	50
Previous Experience	40
Capability: Resources	10
<b>Total</b>	<b>100 points</b>

ALLOCATION OF FUNCTIONALITY POINTS		
1. Capacity to Deliver (50 points)	<b>Plant (50 points)</b>	<b>Total</b>
	Proof of ownership for plant should be valid (unexpired) registration papers for tipper truck, TLB / excavator.	50 points
	For a jack hammer a purchase invoice or letter of intent to hire form a plant and equipment hiring company must be submitted.  <b><u>No single point will be allocated if all of the above requirements are not met</u></b>	

2. Previous Experience: Project Specific Track Record (40 points)	<b>Track Record (40 points)</b>		
	Profile or track record of previous work done, to a maximum of 4 projects, all not older than 7 years which must include relevant projects (demolitions of building structures as part of scope of work)	4 similar projects and value = 40 points 3 similar projects and value = 30 points 2 similar projects and value = 20 points 1 similar project and value = 10 points 0 similar projects and value = 0 points	40
	Bidders must submit final completion certificates for completed projects.		
	Failure to submit final completion certificates will result in no points being awarded		
	<b>References (10 points)</b>		
	Projects listed under track record are the only ones to be referenced.  Reference letter must be from a client, must indicate whether the scope had demolitions or not.	4 references = 10 points 3 references = 8 points 2 references = 6 points 1 reference = 3 points 0 reference = 0 points	10

3. Capability Resource (10 points)	<b>B. Qualification of Key staff (10 points)</b>		
	There must be CV's and original certified qualifications, with certification date being within a period of 6 months on the date of closing bid.		
	Foreman/Site Agent	Holding Diploma/Certificate related to the Built Environment = 10  Relevant experience = 5	10

## **TENDER OFFER VALIDITY**

**THE TENDER OFFER VALIDITY PERIOD IS 90 DAYS FROM THE CLOSING TIME FOR SUBMISSION OF QUOTATIONS.**

### **REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

1. In terms of the Supply Chain Management Policy Framework, all suppliers of goods and services are required to register on the Central Suppliers Database.
2. If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to [www.csd.gov.za](http://www.csd.gov.za) to register for assistance.
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may;
  - 3.1 de-register the supplier from the Database,
  - 3.2 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted or less favorable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to update its information on the Central Suppliers Database, relating to changed particulars or circumstances.**

### **TOLERANCES, ERRORS, OMISSIONS AND CONTRADICTIONS**

- The tolerances shall be in accordance with those specified by the SABS.
- If any errors, omissions and contradictions are present in this Bid Document, these shall be overridden firstly by the SABS specification and secondly the attached drawings. Any deviation that cannot be resolved through the above shall be brought to the attention of the IDT for resolution.

### ***STANDARD CONDITIONS OF TENDER***

#### ***Standard Conditions of Tender***

- 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 the tender data, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- 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.
- 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.
- a) Conflict of interest means any situation in which:
    - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
    - ii) an individual or 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.
  - 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

### **Communication and employer's agent**

- Each communication between the employer and a tenderer shall be to or from the Employer or 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 shall be stated at the time of appointment.

### **The employer's right to accept or reject any tender offer**

- The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection.

### **Procurement procedures**

#### **General**

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, may 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.

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

The contract shall be awarded when the evaluation was done by the panel of not less than three persons and the Employer has the submitted best and final offer.

The employer shall evaluate tenders received during in terms of the method of evaluation stated in the quotation data and award the contract in terms of these conditions of tender.

## **Tenderer's obligations**

### **Eligibility**

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

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

### **Cost of tendering**

Accept that 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 satisfy requirements.

### **Check documents**

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

### **Confidentiality and copyright of documents**

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

### **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.

### **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 quotation data, in order to take the addenda into account.

### **Clarification meeting**

**There will be a clarification meeting for this RFQ – 23 May 2023 at 10h00 on site (Mcheni JSS in Tsolo)**

### **Seek clarification**

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



## **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 and to ensure that he or she is adequately covered for the duration of the project.

## **Pricing the tender offer**

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'.

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

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.

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.

## **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.

## **Alternative tender offers**

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.

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

## **Submitting a tender offer**

Submit one tender offer only, either as a single tendering entity 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.

Return all returnable documents to the employer after completing them in their entirety by writing in black ink.

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.

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.

Seal the original and each copy, where applicable, 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 terms of reference, as well as the tenderer's name and contact address.

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 quotation data.

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.

Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer.

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.

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

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.

### **Tender offer validity**

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.

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.

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

### **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: Clarification of the offer 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.

### **Provide other material**

Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position, preferential 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.

Disposal of samples of materials provided for evaluation by the employer, where required.

### **Inspections, tests and analysis**

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

**Submit securities, bonds, policies, etc.**

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.

**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.

**Certificates**

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

**The employer's undertakings****Respond to requests from the tenderer**

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.

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.

**Issue Addenda**

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

**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.

**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.

**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.

### **Test for responsiveness**

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.

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

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

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

### **Arithmetical errors, omissions and discrepancies**

Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers:

- 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.

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.

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.

### **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.

## **General**

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

### **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:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) 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,
- c) has the legal capacity to enter into the contract,
- d) 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,
- 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.

### **Prepare contract documents**

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.

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

### **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.

### **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.

## **SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere after the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. The bidder must initial each page of the document.

## CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Eastern Cape Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
  - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
  - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the National Treasury General Conditions of Contract and Standard Bidding Documents, the Eastern Cape Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the Eastern Cape Conditions of Contract, with which I/we am fully acquainted;
  - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
  - (d) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address):  
.....  
.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

## 7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may: -
  - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
  - (b) Cancel the contract and claim any damages which the Province may suffer by having to make less favorable arrangements after such cancellation.

**SIGNED ON THIS ..... DAY OF ..... 20 ..... AT .....**

.....  
**SIGNATURE OF BIDDER OR DULY  
AUTHORISED REPRESENTATIVE**

.....  
**NAME IN BLOCK LETTERS**

**ON BEHALF OF (BIDDER'S COMPANY NAME)** .....

**CAPACITY OF SIGNATORY** .....

**POSTAL ADDRESS** .....

.....

**TELEPHONE NUMBER:** .....

**CELLULAR PHONE NUMBER:** .....

**E-MAIL ADDRESS:** .....

### TERMS AND CONDITIONS

- Quotations must be delivered to the address stated above on or before the quotation closing date and closing time as indicated above.
- No late tenders / quotations will be considered.
- Any amendments to the rates offered or description given must be signed by the person who signed the quotation.
- Only authorized representatives of the supplier may duly sign quotations. The IDT will not accept liability for quotations not duly signed.
- No services may be rendered without an official purchase order issued by IDT.
- The IDT reserves the right to award the quotation in whole or part or not to award at all.
- The IDT General conditions of contract are applicable for all questions unless otherwise specified.



The IDT reserves the right to verify ownership and authenticity of logbooks. Any misrepresentation will lead to disqualification and blacklisting of the service provider on the National Treasury list of restricted bidders.

## **PRICING DATA**

- PRICING INSTRUCTIONS
- BILLS OF QUANTITIES

### **1. PRICING INSTRUCTIONS**

- 1.1 For the purpose of this bill of quantities, the following words shall have the meanings hereby assigned to them:

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

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

Rate: *The payment per unit of work at which the Bidder Bids to do the work.*

Amount: *The product of the quantity and the rate Bidded for an item.*

Lump sum: *An amount Bidded for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in any units.*

- 1.2 This bill of quantities forms part of an integral part of the contract documents.

- 1.3 The quantities set out in the bill of quantities are approximate quantities only. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, shall be used for determining payments to the Contractor.

The validity of the contract shall in no way be affected by the differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work shall be valued at the rates or lump sums Bidded, subject only to the provisions of the General Conditions Of Contract and the provisions of paragraphs 11 and 12 of this preamble.

- 1.4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, levies, taxes, etc., and for the completed items of work as specified. Full compensation for completing and maintaining, during the maintenance period, all the work shown on the drawings and specified in the specifications and project specifications, and for all the risks, obligations and responsibilities specified in the General Conditions Of Contract, Special Conditions Of Contract and Specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.

- 1.5 Rates and lump sums shall also be exclusive of Value Added Tax (VAT). The summary of the bill of quantities allows separately for the calculation of an allowance for Value Added Tax (VAT) (output tax in terms of the Bidder). Rates and lump sums shall, however, be inclusive of all other taxes and levies.

- 1.6 The Bidder must fill in a rate or lump sum for each item where provision has been made for it, even where no quantities are given. Items against which no rate or lump sum has been entered in the Bid will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.

The Bidder shall fill in a rate against all items where the words "rate only" appear in the amount column. The intention is that, although no work is foreseen under such items, and quantities are consequently not given in the quantity column, the Bidded rates shall apply should work under this item actually be required. Bidders should note the provisions of paragraph 12 of this preamble.

The Bidded rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- 1.7 The Works as executed will be measured for payment in accordance with the following stages:
- 1.7.1 Completion of removal of roof covering, roof timber, doors and door frames, windows, ceiling, cornices, etc; carting away and making good as described in the bills of quantities.
- 1.7.2 Completion of demolitions of masonry (brickwalls & rainwater tank stands), concrete surfaces (i.e. floors, walkways, assembly slab & stormwater channels); carting away, levelling and making good as described in the bills of quantities.
- 1.7.3 Completion of all fencing work, carting away, levelling and making good as described in the bills of quantities.
- 1.8 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done, or quantity of material to be supplied by the contractor.
- 1.9 The stating of quantities of material or amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute the work. The Contractor shall obtain the Project Manager's detailed instructions for all work before ordering any materials for, or executing work, or making arrangements in this regard.
- 1.10 The short descriptions of payment items given in the bill of quantities are for the purpose of identifying the items and providing specific details. Reference shall be made, inter alia, to the Drawings, Specifications, Project Specifications, General Conditions Of Contract and Special Conditions Of Contract for more detailed information regarding the extent of the work entailed under each item.
- 1.11 Reference shall be made to Clause 45 of the General Conditions Of Contract regarding provisional sums and prime cost sums.
- 1.12 Subject to the conditions stated in paragraph 13 below, the rates and lump sums filled in by the Bidder in the bill of quantities shall be final and binding and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the Bid. Should there be any discrepancies between the Bid sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the Employer shall have the right to make such adjustments to the Bid sum as he may deem necessary in order to reconcile the total of the bill of quantities with the Bid sum. In their own interest Bidders should make doubly sure of the correctness of their Bidded rates, the extensions and the Bid sum. Refer to clause F.2.10.3 Annex F: Standard Conditions of Bid.
- 1.13 A Bid may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Bidder fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make adjustments, refer to clause F.2.17 Annex F: Standard Conditions of Bid.
- 1.14 The units of measurement indicated in the bill of quantities are metric units.

The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre

m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> - km	=	cubic metre-kilometre
kW	=	kilowatt
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	percent
No	=	number
PC sum	=	prime cost sum
Prov sum	=	provisional sum
MN	=	Meganewton
MN-m	=	Meganewton-metre
kN	=	kilonewton

- 1.15 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discounted.

## 2. BILLS OF QUANTITIES

**The bill of quantities is to be completed in black ink.**

Item	Description	Unit	Quantity	Rate	Amount
	<b>DEMOLITIONS</b>				
1	Carefully Take Out and Remove existing Roof Sheetting on and including all Roof Timber structure, steel posts with brickwork, rainwater goods (gutters and downpipes), ceilings & cornices at the Admin Block, 3 Classroom Block, 4 Classroom, Block, Boys Ablution Block, Girls Ablution Block and Library. Cart away to a safe storage facility, for future use by the bidder.	Item	1,00		
2	Break down and Remove existing 230 mm external (envelop) and internal (partitioning) brick wall with all debris at the Admin Block, 3 Classroom Block, 4 Classroom Block. Also, 230mm external (envelop) brick wall at the Boys Ablution Block, Girls Ablution Block and Library. Cart away from site to a legal dumping site to be identified by the bidder and within +/- 50km Radius. Level and make good	Item	1,00		
3	Break down and Remove existing 110 mm internal (partitioning) brick wall with all debris at the Boys Ablution Block, Girls Ablution Block and Library. Cart away from site to a legal dumping site to be identified by the bidder and within +/- 50km Radius. Level and make good	Item	1,00		
4	Break Down and Demolish Mud Structure, Roof Sheetting and Timber Structures. Cart away to a Legal Dumping site to be identified by the bidder within +/- 50km Radius. Level and make good	Item	1,00		
5	Demolish Concrete Slab, Walkways and Strip footings and all Concrete related Structure and to be Cart Away as per Item 2/3/4. Level and make good	Item	1,00		
6	Carefully remove existing damaged security fence(45m) including galvanised 100mm corner posts, 60mm intermediate posts in bedded on concrete. Cart away to a safe storage facility, for future use by the bidder. Level and make good.	Item	1,00		
7	New security fence including 160mm corner posts, 100mm intermediate posts, stays, 100mm x 100mm x 50mm galvanised security fence 1800mm high including excavations to bases and concrete.	m	361,00		
8	New Pedestrian gate	no	1,00		
	<b>TOTAL EXCL VAT</b>				
	<b>ADD VAT @15%</b>				
	<b>TOTAL INCL VAT</b>				

## **CENTRAL SUPPLIER DATABASE (CSD) ON TAX COMPLIANCE**

### **IMPORTANT NOTES:**

1. The following is an abstract from the Preferential Procurement Regulations 2017 promulgated with the Preferential Policy Framework Act No 5 of 2000:

#### **"CSD Tax Compliance"**

No contract may be awarded to a person who has non-compliant tax status found on CSD or South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS"

Copy of Tax Clearance Certificate with PIN

**Failure to comply with CSD tax compliance will inevitably invalidate the tender.**

## **TAX CLEARANCE**

### **IMPORTANT NOTES:**

2. The following is an abstract from the Preferential Procurement Regulations, 2017 promulgated with the Preferential Policy Framework Act No 5 of 2000:

#### **"CSD Tax Compliance**

No contract may be awarded to a person who has non-compliant tax status found on CSD or South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS"

**Failure to comply with CSD tax compliance will inevitably invalidate the tender.**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (INDEPENDENT DEVELOPMENT TRUST (IDT))</b>					
BID NUMBER:	IDTECRFQ/01/DOEEISP/2023/2024	CLOSING DATE:	06 June 2023	CLOSING TIME:	11:00
DESCRIPTION	DEMOLITION OF STRUCTURES AT MCHENI JUNIOR PRIMARY SCHOOL				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
INDEPENDENT DEVELOPMENT TRUST					
SILVERWOOD OFFICE PARK					
BONZA BAY ROAD, BEACON BAY					
EAST LONDON					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Nonikelo Dyasi		CONTACT PERSON	Greg April	
TELEPHONE NUMBER	043 711 6000		TELEPHONE NUMBER	043 711 6000	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Nomnikelod@idt.org.za		E-MAIL ADDRESS	Grega@idt.org.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
<b>SBD 6.1 REQUIREMENT MUST BE COMPLIED TO CLAIM POINTS ON SPECIFIC GOALS</b>					
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....



## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of 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:

.....  
 .....

---

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

### 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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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

---

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

## 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**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS	
PRICE	90	80
SPECIFIC GOALS	10	20
TARGETED GROUP		
Women	3	6
Youth	3	6
People with Disabilities	2	4
Black	2	4
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>	<b>100</b>

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

## 2. DEFINITIONS

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

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

#### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

#### **4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	3	6		
Youth	3	6		
People with Disabilities	2	4		
Black	2	4		

#### **Source Documents to be submitted with the Bid or RFQ**

\*CIPC Document (Company Registration Document will be required for verification (CIPC DOC))

\*Woman (Originally Certified ID Document)

\*Youth (Originally Certified ID Document)

\*People with Disability (Letter from the Dr. Confirming the Disability)

\*Black Ownership (Originally Certified ID Document)

## 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
- ☐ 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

- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....

## FORM OF OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

### **IDTECRFQ/01/DOEEISP/2023/2024 - REQUEST FOR QUOTATION FOR DEMOLITION OF STRUCTURES AT MCHENI JUNIOR PRIMARY SCHOOL**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

#### **THE OFFERED AMOUNT INCLUSIVE OF VALUE ADDED TAX IS:**

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

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature .....	Date .....
Name .....	Identity number .....
Capacity .....	

#### **for the tenderer**

(Name and .....  
address of .....  
organization) .....

Name and .....  
signature .....  
of witness .....

CIDB Registration number .....

<b>NOTE: Failure of a Bidder to complete in full and sign this part of the tender form (offer) will invalidate the tender offer</b>
---

## Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract:

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within one week after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to 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 working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature ..... Date .....

Name ..... Identity number .....

Capacity .....

**for the  
Employer** Independent Development Trust  
Palm Square Business Park  
Silverwood House  
Bonza Bay Road  
East London, 5241

Name and .....

Signature  
of witness ..... Date .....

# CONTRACT DATA

## Part 1: Data provided by the Employer

### Conditions of Contract

The General Conditions of Contract for Construction Works, third edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this contract and is obtainable from [www.saice.org.za](http://www.saice.org.za).

The General Conditions of Contract for Construction Works 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 Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

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

### Contract Specific Data

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

Please refer to the Management Guide to the General Conditions of Contract (2015) published by the South African Institute of Civil Engineering (SAICE), for detailed guidance on the clauses requiring Contract Data.

Clause	Data
1.1.1.13	The Defects Liability Period is <b>3 months</b> , measured from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical Completion is <b>2 months</b> , inclusive of the <b>14 day period</b> referred to in Clause 5.3.2 below, and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1).
1.1.1.15	The name of the Employer is <b>Independent Development Trust</b>
1.2.1.2	<div>The Employer's address for receipt of communications is: Physical address: Palm Square Business Park Silverwood House Beacon Bay 5241 Postal address: P O Box 2679 Beacon Bay East London 5241 Telephone No: (043 711 6000) Email: <a href="mailto:GregA@idt.org.za">GregA@idt.org.za</a> Fax No: (043) 748 5370</div>
1.1.1.26	The pricing strategy is <b>Fixed Price Contract</b>
1.1.1.35	<b>"Drawings"</b> 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 Employer's Agent or delivered to the Contractor by the Employer's Agent.

1.1.1.36	<p><b>Letter of Notification</b>"</p> <p>means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid 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.</p>
1.2.1	<p><b>DELIVERY OF NOTICES</b></p> <p>The following three additional sub-clauses, covering alternative methods of communication, apply:</p>
1.2.1.3	Sent by facsimile or email during office hours or otherwise.
1.2.1.4	Posted to the addressee for certified delivery by the postal Authorities.
1.2.1.5	Delivered by a courier service and signed by addressee.
2.1.4	<p>The following additional clause applies:-</p> <p>"Without limiting the generality of the afore going, the Schedule of Rates and Prices shall include :</p> <ul style="list-style-type: none"> <li>(a) The provision and use of all labour, plant, tools instruments, templates, materials, transport and all other appliances that may be required for satisfactorily protecting and efficiently carrying out the works without interruption or delay.</li> <li>(b) The provision and housing of adequate staff and labour force and the provision of false work of every kind and description necessary for the due and proper performance of the Contract.</li> <li>(c) The execution of the Works in orderly and progressive manner until it has been completed. Time being of the essence of the Contract the progressive development of the Works shall be arranged so that the time from the start to the finish of the construction of the said Works shall not exceed the time laid down in the Tender.</li> <li>(d) The inclusion in the tendered rates for all and any of the general liabilities such as Establishment Charges, legal contingencies, regulations, risks or damage, Royalties and all other overhead charges.</li> </ul> <p>The submission of a tender shall be considered prima facie evidence that the Contractor has complied with the requirements of this clause and has satisfied himself as to all circumstances and local conditions which may influence or affect his Tender."</p>
2.4.3	<p>The following additional clause applies:-</p> <p>In the event of any discrepancy or conflict between any parts of the Contract Documents, the order of precedence shall be as follows:</p> <ul style="list-style-type: none"> <li>1. Project Specifications</li> <li>2. Special Conditions of Contract</li> <li>3. General Conditions of Contract</li> <li>4. Conditions of Tender</li> <li>5. Standardized/Particular Specifications</li> <li>6. Contract Drawings</li> <li>7. Schedule of Quantities</li> </ul>

3.1.3	<p>The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:</p> <ol style="list-style-type: none"> <li>1. Clause 3.2.1 Nomination of Employer's Agent's Representative</li> <li>2. Clause 3.2.4 Employer's Agent's authority to delegate</li> <li>3. Clause 5.8.1 Non-working times</li> <li>4. Clause 5.11.1 Suspension of the Works</li> <li>5. Clause 5.12.4 Acceleration instead of extension of time</li> </ol>
4.5.2	<p>The Occupational Health and Safety Act (Act No. 85 and Amendment Act No. 181) of 1993 and Construction Regulations 2003 will in all respects be applicable to this contract and the Contractor, as Mandatory in terms of clause 1(1) (xxviii) of the Act, shall assume full responsibility for compliance with the Act and the Regulations." (See Clause 5.2 in Part 5 of the Contract).</p>
5.3.1	<p>The documentation required before commencement with the Works Instruction is issued are:</p> <ol style="list-style-type: none"> <li>1 Approved Health and Safety Plan (refer to Clause 4.3)</li> <li>2 Initial programme (Refer to Clause 5.6)</li> <li>3 Security (Refer to Clause 6.2)</li> <li>4 Insurance (Refer to Clause 8.6)</li> <li>5 Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)</li> </ol>
5.3.2	<p>The time to submit the documentation required in points 1 to 5 in Clause 5.3.1 above (excluding the approved Works Permit) is <b>14 days</b> before the commencement of the Works.</p>
5.4.3	<p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.</p>
5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> <li>(1) All gazetted public holidays falling outside the year end break.</li> <li>(2) The year end break commencing after the 15 December and ending after the first Monday after the 2<sup>nd</sup> of January.</li> </ol>
5.13.1	<p>The penalty for failing to complete the Works is <b><u>0.5% of the contract value</u></b> per day.</p>
5.16.3	<p>The latent defect period is 10 years.</p>
6.2.1	<p>The Contractor shall deliver to the Engineer, as part of the documentation required commencement with the Works execution in accordance with Clause 5.3.1, at his cost, the type of security for the due performance of the Contract, as selected in the Contract Data.</p>
6.2.2	<p>If the Contractor fails to select the security to be provided or if the Contractor fails to provide the selected security within the time period stated in Clause 5.3.2, or if the performance guarantee shall differ substantially from the pro forma, it shall be deemed that the Contractor has selected a security of 10 per cent retention of the value of the Works.</p>
6.5.1.2.3	<p>The percentage allowances to cover overhead charges for daywork are as follows:</p> <ul style="list-style-type: none"> <li>• 15% of the gross remuneration of workmen and foremen actually engaged in the daywork;</li> <li>• 15% on the net cost of materials actually used</li> </ul>
6.10.1.5	<p>No allowance will be made for work done, or for materials and equipment for which daywork rates have been quoted at tender stage.</p>
6.10.3	<p>The percentage retention on amounts due to the contractor is <b><u>10%</u></b> and the limit on retention is <b><u>5%</u></b> of the Contract Price.</p>

8.2.1	<p>From the date of the on which the Site is handed over to the Contractor to the date of the issue of a Certificate of Completion to the date of the issue of a Certificate of Completion, the Contractor shall take full responsibility for the care of the Works and of all Plant intended for incorporation into the Works and materials on site intended for incorporation into the Works;</p> <p>Provided that, if in terms of Clause 5.14.7 the Engineer shall issue a Certificate of Completion in respect of any part of the Works, the Contractor shall cease to be responsible for the care of such part and responsibility therefor shall pass to the Employer.</p>
8.6.1	Insurance to be affected by Contractor.
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is NIL
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is Nil
8.6.1.2	Special risk insurance issued by SASRIA is required.
8.6.1.3	The limit of indemnity for liability insurance is R 1 000 000.00
10.5.3	<ol style="list-style-type: none"> <li>1. The Adjudicator shall be paid at the negotiated hourly rate in respect of all time spent upon or in connection with the adjudication including time spent travelling.</li> <li>2. The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restrict to: <ol style="list-style-type: none"> <li>(a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs</li> <li>(b) Telegrams, telex, faxes and telephone calls</li> <li>(c) Postage and similar delivery charges</li> <li>(d) Travelling, hotel expenses and other similar disbursements</li> <li>(e) Room charges</li> <li>(f) Charges for legal or technical advice obtained in accordance with the Procedure</li> </ol> </li> <li>3. The Adjudicator shall be paid an appointment fee of R7,500.00. 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.</li> <li>4. The Adjudicator is currently registered for VAT.</li> <li>5. Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.</li> <li>6. All payments other than the appointment fee (item 3) shall become due 14 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.</li> </ol>

## Part 2: Data provided by the Contractor

The contractor is advised to read ***The General Conditions of Contract for Construction Works, Third Edition, 2015*** published by the South African institution of civil engineering, private bag x200, halfway house, 1685, in order to understand the implications of this data which is required to be completed. Copies of these conditions of contract may be obtained from [www.saice.org.za](http://www.saice.org.za)

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

Clause	Data										
1.1.1.9	The name of the Contractor is: .....										
1.2.1.2	The address of the Contractor is: Address (physical): ..... ..... Address (postal): ..... ..... Telephone: ..... Facsimile: ..... e-mail: .....										
1.1.1.14	The time for achieving Practical Completion is as stipulated in Clause 1.1.1.14 under <b>Part 1: Data provided by the Employer</b>										
6.2.1	The security to be provided by the Contractor shall be: <table border="1"> <thead> <tr> <th>Type of security</th><th>Contractor's Choice. Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Cash Deposit of 10% of the Contract Sum</td><td></td></tr> <tr> <td>Performance Guarantee of 10% of the Contract Sum</td><td></td></tr> <tr> <td>Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the Works.</td><td></td></tr> <tr> <td>Performance guarantee of 5% of the Contract Sum plus retention of 5% of the value of the Works.</td><td></td></tr> </tbody> </table>	Type of security	Contractor's Choice. Indicate "Yes" or "No"	Cash Deposit of 10% of the Contract Sum		Performance Guarantee of 10% of the Contract Sum		Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the Works.		Performance guarantee of 5% of the Contract Sum plus retention of 5% of the value of the Works.	
Type of security	Contractor's Choice. Indicate "Yes" or "No"										
Cash Deposit of 10% of the Contract Sum											
Performance Guarantee of 10% of the Contract Sum											
Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the Works.											
Performance guarantee of 5% of the Contract Sum plus retention of 5% of the value of the Works.											
6.5.1.2.3	The percentage allowance to cover overhead charges is .....%.										



6.8.3	The variation in cost of special materials is:			
	Special material	Unit on which variation will be determined*		Price for base month ex-factory, excluding transport, labour or any other costs.++
		Containers	Delivered in bulk	
	*State unit in appropriate column ++ When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence from the supplier.			

# PERFORMANCE GUARANTEE

The performance guarantee is to contain the wording of the pro-forma document included in *The General Conditions of Contract for Construction Works*, published by the South African institution of civil engineering. Copies of these conditions of contract may be obtained from the South African institution of Civil Engineering, Private Bag x200, Halfway House, 1685, at [www.saice.org.za](http://www.saice.org.za)

Herewith a copy of the pro-forma document.

## PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, 2015:

### GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means: .....

Physical Address: .....

“Employer” means: .....

“Contractor” means: .....

“Employer’s Agent” means: .....

“Works” means: .....

“Site” means: .....

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

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

Amount in words:  
.....  
.....

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

Amount in words:.....  
.....

“Expiry Date” means: .....

### CONTRACT DETAILS

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

## **1. FIXED PERFORMANCE GUARANTEE**

- 1.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 1.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 1.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

## **2. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES**

- 2.1 The Guarantor hereby acknowledges that:
  - 2.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
  - 2.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 2.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
  - 2.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
  - 2.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
  - 2.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 2.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 2.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
  - 2.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
  - 2.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 2.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 2.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 2.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 2.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 2.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

- 2.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 2.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 2.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 2.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

**Signed at** .....

**Date** .....

**Guarantor's signatory (1)** .....

**Capacity** .....

**Guarantor's signatory (2)** .....

**Capacity** .....

**Witness signatory (1)** .....

**Witness signatory (2)** .....

# AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT NO. 85 OF 1993)

THIS AGREEMENT made between:

.....  
(hereinafter referred to as "the Employer") of the one part, herein represented by:

.....  
in his capacity as

AND:

.....  
(hereinafter referred to as "the Mandatory") of the other part, herein represented by:

.....  
In his capacity as

.....  
and being duly authorized to act as Mandatory on behalf of the Contractor; WHEREAS the Employer is desirous that certain works be constructed, viz

## TENDER NO: IDTECRFQ/42/DOEEISP/2022/2023 DEMOLITION OF STRUCTURES AT MCHENI JUNIOR PRIMARY SCHOOL

and has accepted a tender by the Mandatory for the construction, completion and defects correction of such works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993);

### NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the contract documents pertaining to this Contract.
2. This Agreement shall hold good from its commencement date, which shall be the date on which the site is handed over to the Mandatory by an order in writing form the Employer's Agent, to either:
  - (a) The date of the final certificate issued in terms of **clause 5.16.1 of the General Conditions of Contract 2015** (hereinafter referred to as "the GCC"), as applicable to this Contract, or
  - (b) The date of termination of the contract in terms of **clause 9** of the GCC.
3. The Mandatory declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:

- (i) Section 8: General duties of employers to their employees;
- (ii) Section 9: General duties of employers and self-employed persons to persons other than employees;
- (iii) Section 37: Acts or omissions by employees or mandatories; and
- (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.

(b) The procedure and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

4. In addition to the requirements of Clause 6.3 of the General Conditions of Contract and all relevant requirements of the Contract, the Mandatory agrees to execute all the works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with the Act.
5. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

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

At ..... For and on behalf of the **EMPLOYER** on

this the ..... day of .....20.....

**SIGNATURE:** .....

**CAPACITY:** .....

**As witnesses:**

*Witness 1*

Signature:.....Date.....

Name:.....

*Witness 2*

Signature:.....Date.....

Name:.....

**NAMES:** (1)  
.....

(2)  
.....

At ..... for and on behalf of the **MANDATORY** on  
this the ..... day of .....20.....

**SIGNATURE:** .....

**CAPACITY:** .....

**As witnesses:**

*Witness 1*

Signature:.....Date.....

Name:.....

*Witness 2*

Signature:.....Date.....

Name:.....

**PAM 1 INTRODUCTION AND BACKGROUND**

**PAM 1.1 BACKGROUND TO THE PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

---

The Construction Regulations (2014) place the onus on the Client to prepare a pre-construction health & safety specification, highlighting all risks not successfully eliminated during design.

**PAM 1.2 PURPOSE OF THE PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

---

To assist in achieving compliance with the Occupational Health & Safety Act 85/1993 and the now promulgated Construction Regulations (2014) in order to reduce incidents and injuries. This pre-construction specification shall act as the basis for the drafting of the construction phase health & safety plan. These specifications in no way release Contractors from compliance with the relevant Legal requirements.

The pre-construction specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the health & safety of all persons potentially at risk may receive the same priority as other facets of the project e.g. cost, programme environment, etc.



## **ANNEXURE B: ENVIRONMENTAL MANAGEMENT PLAN**

### **PEM.1 PURPOSE**

The purpose of the EMP is to encourage good management practices through planning and commitment with respect to environmental issues, and to provide rational and practical environmental guidelines to minimise disturbance of the natural environment.

### **PEM.2 RESPONSIBILITIES FOR ENVIRONMENTAL MANAGEMENT**

The contractor will be responsible for environmental control on site during construction and the maintenance period. The construction activities will be monitored by an independent environmental specialist and audited against the EMP.

### **PEM.3 TRAINING AND INDUCTION OF EMPLOYEES**

The contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.).

### **PEM.4 COMPLAINTS REGISTER AND ENVIRONMENTAL INCIDENT BOOK**

Any complaints received by the project team from the community will be recorded. The complaint will be brought to the attention of the site manager.

All complaints received will be investigated and a response given to the complainant within 28 days.

All environmental incidents occurring on the site will also be recorded.

a)

### **PEM.5 ENVIRONMENTAL SAFETY**

The management of impacts associated with various categories of concern is discussed as separate topics, indicated below.

#### **PEM.5.1 Soil**

---

- (a) Topsoil should be temporarily stockpiled, separately from (clay) subsoil and rocky material, when areas are cleared. If mixed with clay sub-soil the usefulness of the topsoil for rehabilitation of the site will be lost.
- (b) Stockpiled topsoil should not be compacted and should be replaced as the final soil layer. No vehicles are allowed access onto the stockpiles after they have been placed.
- (c) Stockpiled soil should be protected by erosion-control berms if exposed for a period of greater than 14 days during the wet season. The need for such measures will be indicated in the site-specific report.
- (d) Topsoil stripped from different sites must be stockpiled separately and clearly identified as such. Topsoil obtained from sites with different soil types must not be mixed.
- (e) Topsoil stockpiles must not be contaminated with oil, diesel, petrol, waste or any other foreign matter, which may inhibit the later growth of vegetation and micro-organisms in the soil.
- (f) Soil must not be stockpiled on drainage lines or near watercourses without prior consent from the Project Manager.
- (g) Soil should be exposed for the minimum time possible once cleared of invasive vegetation, that is the timing of clearing and grubbing should be co-ordinated as much as possible to avoid prolonged exposure of soils to wind and water erosion. Stockpiled topsoil must be either vegetated with indigenous grasses or covered with a suitable fabric to prevent erosion and invasion by weeds.

- (h) Limited vehicular access is allowed across rocky outcrops and ridges.
- (i) All cut and fill surfaces need to be stabilized with appropriate material or measures when major civil works are complete.
- (j) Erosion and donga crossings must be dealt with as river crossings. Appropriate soil erosion and control procedures must be applied to all embankments that are disturbed and destabilized.
- (k) All equipment must be inspected regularly for oil or fuel leaks before it is operated. Leakages must be repaired on mobile equipment or containment trays placed underneath immobile equipment until such leakage has been repaired.
- (l) Soil contaminated with oil must be appropriately treated and disposed of at a permitted landfill site or the soil can be regenerated using bio-remediation methods.
- (m) Runoff must be reduced by channelling water into existing surface drainage system.

#### **PEM.5.2      Water**

---

- (a) Adequate sedimentation control measures must be instituted at any river crossings when excavations or disturbance of a riverbanks or riverbeds takes place.
- (b) Adequate sedimentation control measures must be implemented where excavations or disturbance of drainage lines of a wetland may take place.
- (c) All fuel, chemical, oil, etc spills must be confined to areas where the drainage of water can be controlled. Use appropriate structures and methods to confine spillages such as the construction of berms and pans, or through the application of surface treatments that neutralise the toxic effects prior to the entry into a water course.
- (d) Oil absorbent fibres must be used to contain oil spilt in water.
- (e) During construction through a wetland, the majority of the flow of the wetland should be allowed to pass downstream.
- (f) Vehicular traffic across wetland areas must be avoided.
- (g) No dumping of foreign material in streams, rivers and/or wetland areas is allowed.
- (h) The wetland area and/or river must not be drained, filled or altered in any way including alteration of a bed and/or, banks, without prior consent from the DWAF. The necessary licenses must be obtained in terms of Section 21 and 22 of the National Water Act, 36 of 1998 from DWAF.
- (i) No fires or open flames are allowed in the vicinity of the wetland, especially during the dry season.
- (j) No swimming, washing (including vehicles and equipment), fishing or related activity is permitted in a wetland or river without written permission from the Project Manager.
- (k) Disturbances to nesting, breeding and roaming sites of animals in or adjacent to wetland areas must be minimized.

#### **PEM.5.3      Air**

---

- (a) Speed limits must be implemented in all areas, including public roads and private property to limit the levels of dust pollution.
- (b) Dust must be suppressed on access roads and construction sites during dry periods by the regular application of water or a biodegradable soil stabilisation agent. Water used for this purpose must be used in quantities that must not result in the generation of run-off.
- (c) The site-specific investigation will quantify the impact of dust on nearby wetlands, rivers and dams in terms of sedimentation. Mitigation measures identified during the site specific study must be implemented.

- (d) The Contractor must notify the Principal of all schools within 50m of the site of proposed activities. The Principal must in turn ensure that children with allergies and respiratory ailments take the necessary precautionary measures during the construction period. The Contractor must ensure that construction activities do not disturb school activities e.g. dust clouds may reduce visibility affecting sports activities.
- (e) Waste must be disposed of, as soon as possible at a municipal transfer station, skip or on a permitted landfill site. Waste must not be allowed to stand on site to decay, resulting in malodours.
- (f) Noise control measures must be implemented. All noise levels must be controlled at the source. All employees must be given the necessary ear protection gear. IAP's must be informed of the excessive noise factors.
- (g) The Contractor must inform all adjacent landowners of any after-hour construction activities and any other activity that could cause a nuisance e.g. the application of chemicals to the work surface. Normal working hours must be clearly indicated to adjacent land owners.
- (h) No loud music is allowed on site and in construction camps.
- (i) No fires are allowed if smoke from such fires will cause a nuisance to IAP's.

#### **PEM.5.4 Social and Cultural**

---

- (a) Access by non-construction people onto any construction sites must be restricted. The Contractors activities and movement of staff must be restricted to designated construction areas only.
- (b) The Contractors crew must be easily identifiable due to clothing, identification cards or other methods.
- (c) Rapid migration of job seekers could lead to squatting and social conflict with resident communities and increase in social pathologies if not properly addressed. The Contractor must ensure that signs indicating the availability of jobs are installed.
- (d) Criteria for selection and appointment (by the Contractor) of construction labour must be established to allow for preferential employment of local communities. The Local Authority must be actively involved in the process of appointing temporary labourers.
- (e) Sub-Contractors and their employees must comply with all the requirements of this document and supporting documents e.g. the Contract document that applies to the Contractor. Absence of specific reference to the sub-contractor in any specification does not imply that the sub-contractor is not bound by this document.
- (f) No member of the construction workforce is allowed to wander around private property, except within the immediate surroundings of the site.
- (g) The Contractor must provide suitable sanitation facilities for site staff. Sanitation provided during the construction phase should be managed so that it does not cause environmental health problems. The use of the surrounding veld for toilet purposes is not permitted under any circumstance.
- (h) The Contractor must arrange for all his employees and those of his sub-contractors to be informed of the findings of the environmental report before the commencement of construction to ensure:
  - A basic understanding of the key environmental features of the work site and environments, and
  - Familiarity with the requirements of this document and the site specific report.
- (i) Supervisory staff of the Contractor or his sub-contractors must not direct any person to undertake any activities which would place such person in contravention of the specifications of this document, endanger his/her life or cause him/her to damage the environment.
- (j) The demand for construction materials and supplies will have an effect on the local economy. This impact can be optimised by sourcing and purchasing materials locally and regionally wherever possible, insofar as the material complies with the design specification.

- (k) The Contractor must maintain a detailed complaints register. This must be forwarded, together with solutions, to the authorities when requested.

#### **PEM.5.5 Aesthetics**

---

- (a) Scenic Quality

Damage to the natural environment must be minimized.

Trees and tall woody shrubs must be protected from damage to provide a natural visual shield. Excavated material must not be placed on such plants and movement across them must not be allowed, as far as practical.

The clearing of all sites must be kept to a minimum and surrounding vegetation must, as far as possible, be left intact as a natural shield.

No painting or marking of natural features must be allowed.

- (b) All above ground structures could be treated or painted to blend in with the natural environment.
- (c) Cut and fill areas, river and stream crossings and other soil stabilisation works must be constructed to blend in with the natural environment.
- (d) Natural outcrops, rocky ridges and other natural linear features, must not be bisected. Vegetation on such features must, as far as possible, not be cut unless absolutely necessary for construction.
- (e) Excavated material must be flattened (not compacted) or removed from site. No heaps of spoil material must be left on site once the Contractor has moved to a new construction site.
- (f) Any complaints from interest groups regarding the appearance of the construction site must be recorded and addressed promptly by the Contractor.

#### **PEM.5.6 Archaeology and Cultural Sites**

---

- (a) All finds of human remains must be reported to the nearest police station.
- (b) Human remains from the graves of victims of conflict, or any burial ground or part thereof which contains such graves and any other graves that are deemed to be of cultural significance may not be destroyed, damaged, altered, exhumed or removed from their original positions without a permit from the South African Heritage and Resource Agency (SAHRA).
- (c) Work in areas where artefacts are found must cease immediately.
- (d) Under no circumstances must the Contractor, his/her employees, his/her sub-contractors or his/her sub-contractors' employees remove, destroy or interfere with archaeological artefacts. Any person who causes intentional damage to archaeological or historical sites and/or artefacts could be penalised or legally prosecuted in terms of the National Heritage Resources Act, 25 of 1999.
- (e) A fence at least 2 m outside the extremities of the site must be erected to protect archaeological sites.
- (f) All known and identified archaeological and historical sites must be left untouched.
- (g) Work in the area can only be resumed once the site has been completely investigated. The Project Manager will inform the Contractor when work can resume.

#### **PEM.5.7 Flora**

---

- (a) All suitable and rare flora and seeds must be rescued and removed from the site. They must be suitably stored, for future use in rehabilitation.
- (b) The felling and/or cutting of trees and clearing of bush must be minimised.

- (c) Bush must only be cleared to provide essential access for construction purposes.
- (d) The spread of alien vegetation must be minimized.
- (e) Any incident of unauthorized removal of plant material, as well as accidental damage to priority plants, must be documented by the Contractor.
- (f) Woody vegetative matter stripped during construction must either be spread randomly throughout the surrounding veld so as to provide biomass for other micro-organisms and habitats for small mammals and birds, or it may be stockpiled for later redistribution over the reinstated topsoiled surface. No vegetative matter must be burnt or removed for firewood other than those removed during the grubbing and clearing phase. Such vegetation can be made available to the local inhabitants to be used as firewood.
- (g) No tree outside the footprint of the Works area must be damaged.

#### **PEM.5.8 Fauna**

---

- (a) No species of animal may be poached, snared, hunted, captured or wilfully damaged or destroyed.
- (b) Snakes and other reptiles that may be encountered on the construction site must not be killed unless the animal endangers the life of an employee.
- (c) Anthills and/or termite nests that occur must not be disturbed unless it is unavoidable for construction purposes.
- (d) Disturbances to nesting sites of birds must be minimized.
- (e) The Contractor must ensure that the work site is kept clean and free from rubbish, which could attract pests.

#### **PEM.5.9 Infrastructure**

---

- (a) The relevant authorities must be notified of any interruptions of services, especially the Local Municipality, National Road Agency, SpoorNet, Telkom and Eskom. In addition, care must be taken to avoid damaging major and minor pipelines and other services.
- (b) The integrity of property fences must be maintained.
- (c) No telephone lines must be dropped during the construction operations, except where prior agreement by relevant parties is obtained. All crossings must be protected, raised or relocated as necessary.
- (d) All complaints and/or problems related to impacts on man-made facilities and activities must be promptly addressed by the Contractor and documented.
- (e) Storage Facilities
  - Proper storage facilities should be provided for the storage of oils, grease, fuels, chemicals and hazardous materials.
  - The Contractor must ensure that accidental spillage does not pollute soil and water resources.
  - Fuel stock reconciliation must be done on all underground tanks to ensure no loss of oil, which could pollute groundwater resources.
  - Cement must be stored and mixed on an impermeable substratum.
- (f) Traffic Control
 

All reasonable precautions must be taken during construction to avoid severely interrupting the traffic flow on existing roads, especially during peak periods.

Before any work can start the Local Traffic Department must be consulted about measures to be taken regarding pedestrian and vehicular traffic control.

(g) Access Roads

The Contractor and the affected landowner must collaborate on the planning and construction of new access routes and the repair or upgrading of existing routes.

Access to the site must be controlled such that only vehicles and persons directly associated with the work gains access to the site.

Temporary access roads must not be opened until required and must be restored to its former state as soon as the road is no longer needed.

(h) Batching Plants

Concrete must be mixed only in an area demarcated for this purpose. All concrete spilled outside this area, must be promptly removed by the Contractor and taken to a permitted waste disposal site. After all concrete mixing is complete, all waste concrete must be removed from the batching area and disposed of at an approved dumpsite. Stormwater must not be allowed to flow through the batching area. Water laden with cement must be collected in a retention area for evaporation and not allowed to escape the batching area. Operators must wear suitable safety clothing.

(i) Chemical toilet facilities should be managed and serviced by a qualified company. No disposal or leakage of sewerage should occur on or near the site.

(j) Blasting

Blasting must not endanger public or private property.

Noise mufflers and/or soft explosives must be used to minimize the impact on animals.

All the provisions of the Explosives Act, 26 of 1956 and the Minerals Act, 50 of 1991 must be complied with.

The Contractor must take measures to limit fly rock.

---

**PEM.5.10 Safety**

- (a) Measures must be taken to prevent any interference that could result in flashover of power lines due to breaching of clearances or the collapse of power lines due to collisions by vehicles and equipment.
- (b) Measures must be taken during thunderstorms to protect workers and equipment from lightning strikes.
- (c) All tall structures must be properly earthed and protected against lightning strikes.
- (d) The process of excavation and back filling must be carried out as a sequential process following one another as quickly as possible. Excavations must only remain open for a minimum period of time and during this time they must be clearly demarcated. If excavations place the public at risk these sites must be fenced.
- (e) The residents directly affected by open trenches must be notified of the dangers. This will be done during the site-specific phase.

---

**PEM.5.11 Waste**

*PEM 5.11.1 Solid Waste*

- (a) Littering on site and the surrounding areas is prohibited.
- (b) Clearly marked litterbins must be provided on site. The Contractor must monitor the presence of litter

on the work sites as well as the construction campsite.

- (c) All bins must be cleaned of litter regularly.
- (d) All waste removed from site must be disposed at a municipal/permitted waste disposal site.
- (e) Excess concrete, building rubble or other material must be disposed of in areas designated specifically for this purpose and not indiscriminately over the construction site.
- (f) The entire works area and all construction sites must be swept of all pieces of wire, metal, wood or other material foreign to the natural environment.
- (g) Contaminated soil must be treated and disposed of at a permitted waste disposal site, or be removed and the area rehabilitated immediately.
- (h) Waste must be recycled wherever possible.

#### **PEM 5.11.2**    *Liquid Waste*

- (a) The Contractor must maintain mobile toilets on site.
- (b) The Contractor must provide adequate and approved facilities for the storage and recycling of used oil and contaminated hydrocarbons. Such facilities must be designed and sited with the intention of preventing pollution of the surrounding area and environment.
- (c) All vehicles must be regularly serviced in designated area within the Contractors camp such that they do not drip oil.
- (d) All chemical spills must be contained and cleaned up by the supplier or professional pollution control personnel. Run-off from wash bays must be intercepted.

#### **PEM 5.11.3**    *Hazardous Waste*

- (a) No hazardous materials must be disposed of in the veld or anyplace other than a registered landfill for hazardous material. Hazardous waste must be stored in containers with tight lids that must be sealed and must be disposed at an appropriately permitted hazardous waste disposal site. Such containers must not be used for purposes other than those originally designed for.
- (b) The Contractor must maintain a hazardous material register.

#### **PEM.5.12    Rehabilitation and Site clearance**

---

- (b)
- (a) When all major construction activities are completed, the site must be inspected to determine site-specific rehabilitation measures. This may be considered as unplanned work e.g. soil rehabilitation due to oil spills.
- (b) All temporary buildings and foundations, equipment, lumber, refuse, surplus materials, waste, construction rubble fencing and other materials foreign to the area must be removed.
- (c) If waste products cannot be recycled they must be disposed of at a permitted landfill site.
- (d) All drainage deficiencies including abandoned pit latrines and waste pits must be corrected.
- (e) Cut and fill areas must be restored and re-shaped.
- (f) The area must be restored to its natural vegetation condition using indigenous trees, shrubs and grasses as directed by a grassland and/or rehabilitation expert.
- (g) Borrow pits must be re-shaped into even slopes and surfaces to blend with the natural terrain and topsoil must be replaced.

- (h) The grass mix, shrubs and trees used for rehabilitation must be compatible with the species identified in the site-specific investigation.
- (i) Areas compacted by vehicles during construction must be scarified to allow penetration of plant roots and the regrowth of natural vegetation.

**PEM.6 MEASUREMENTS AND PAYMENT**

**No additional payment will be made to the Contractor to comply with the above actions as it will be deemed to be included in the rates tendered.**