



forestry, fisheries & the environment

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

INVITATION TO BID **BID NUMBER: DFFE-T035 (23-24)**

THE APPOINTMENT OF A CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) GRADED CONTRACTOR FOR THE RENOVATION OF BUILDINGS IN KWAZULU NATAL PROVINCE: ITHALA GAME RESERVE DEVELOPMENT UPGRADES, LOUWSBURG FOR A PERIOD OF 18 MONTHS FOR CONTRACTOR WITH 6GB OR HIGHER.

ENQUIRIES:

Name : SCM Officials
Office Telephone No. : 012 399 9892
E-Mail : Tenders@dff.e.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

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

The compulsory Pre-tender Site Inspection Meeting will be held as follows:

Site 1 - Venue: Ithala Game Reserve

Coordinates: 27°30'45.3"S 31°17'03.8"E

Date: 29 November 2023

Starting time: 11h00 to 13h00

CLOSING DATE OF THE BID: 13 DECEMBER 2023 @11H00

PART A
INVITATION TO BID

| | | | | | |
|---|--|-----------------------------|--|-------------------------------|-----------------------------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | DFFE-T035 (23-24) | CLOSING DATE: | 13 December 2023 | CLOSING TIME: | 11:00 AM |
| DESCRIPTION | THE APPOINTMENT OF A CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) GRADED CONTRACTOR FOR THE RENOVATION OF BUILDINGS IN KWAZULU NATAL PROVINCE: ITHALA GAME RESERVE DEVELOPMENT UPGRADES, LOUWSBURG FOR A PERIOD OF 18 MONTHS FOR CONTRACTOR WITH 6GB OR HIGHER | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| Department of Environmental Affairs; The Environment House, 473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | SCM Officials | | CONTACT PERSON | SCM Officials | |
| TELEPHONE NUMBER | 012 399 9892 | | TELEPHONE NUMBER | 012 399 9892 | |
| FACSIMILE NUMBER | N/A | | FACSIMILE NUMBER | N/A | |
| E-MAIL ADDRESS | Tenders@dff.e.gov.za | | E-MAIL ADDRESS | Tenders@dff.e.gov.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] | |
| | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. | | | | | |

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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:



**forestry, fisheries
& the environment**

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

TENDER NO: DFFE-T035 (23-24)

**PROJECT NAME: THE APPOINTMENT OF A CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)
GRADED CONTRACTOR FOR THE RENOVATION OF BUILDINGS IN KWAZULU NATAL PROVINCE: ITHALA
GAME RESERVE DEVELOPMENT UPGRADES, LOUWSBURG FOR A PERIOD OF 18 MONTHS FOR
CONTRACTOR WITH 6GB OR HIGHER.**

DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

VOLUME 1 – TENDERING PROCEDURES

VOLUME 2 – RETURNABLE DOCUMENTS

VOLUME 3 – THE CONTRACT

TENDER DOCUMENT

NOVEMBER 2023

ISSUED BY:

**DEPARTMENT OF FORESTRY FISHERIES AND THE ENVIRONMENT
PRIVATE BAG X447
ENVIRONMENTAL HOUSE
PRETORIA
0001**

NAME OF THE TENDERER:

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VOLUME 1: TENDERING PROCEDURES

T1.1 NOTICE AND INVITATION OF TENDER

| | | | |
|----------------|--|--|--|
| Project Name: | THE APPOINTMENT OF A CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) GRADED CONTRACTOR FOR THE RENOVATION OF BUILDINGS IN KWAZULU NATAL PROVINCE: ITHALA GAME RESERVE DEVELOPMENT UPGRADES, LOUWSBURG FOR A PERIOD OF 18 MONTHS FOR CONTRACTOR WITH 6GB OR HIGHER | | |
| Reference no.: | EPIP-A170101972 | | |

| | | | |
|---------------------|------------------|---------------|----------|
| Advertisement Date: | 20 November 2023 | Validity: | 120 days |
| Closing Date: | 13 December 2023 | Closing time: | 11:00am |

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

**It is estimated that tenderers should have a CIDB contractor grading designation of:
6 GB or higher.**

Works Description: The project comprises the following main deliverables:

- a) Removal of thatch roof layer of thatch grass
- b) Erection of roof structure to accommodate Harvey thatch tiles.
- c) Rehabilitation of existing roads
- d) Upgrading of refuse area
- e) Commissioning of the works
- f) Erection of Elephant Electrical Fence

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

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

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders, and of proof of registration with Construction Industry Development Board is required. |
| <input checked="" type="checkbox"/> | Proof of valid registration with CIDB. |
| <input checked="" type="checkbox"/> | Invitation to bid (SBD 1). |
| <input checked="" type="checkbox"/> | Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed, and signed in black ink. Use of correction fluid is prohibited; only black ink can be used in the document (All as per Standard Conditions of Tender). |
| <input checked="" type="checkbox"/> | Submission of the Form of Offer and Acceptance. |
| <input checked="" type="checkbox"/> | Submission of the Bidder's Disclosure (SBD 4). |
| <input checked="" type="checkbox"/> | Submission of applicable Resolution by the legal entity, or consortium / joint venture, authorizing a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture. |
| <input checked="" type="checkbox"/> | The tenderer will be required to submit a fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with the tender document. |
| <input checked="" type="checkbox"/> | Submission of Site Inspection Meeting Certificate as proof of attendance of compulsory site inspection meeting (To provide the contractors with a clear understanding of the scope of works). |
| <input checked="" type="checkbox"/> | Registration on National Treasury's Central Supplier Database (CSD) and Tax Pin from SARS. |
| <input checked="" type="checkbox"/> | B-BBEE level of contribution certificate or affidavit if B-BBEE points are claimed for Construction Sector. |
| <input checked="" type="checkbox"/> | B-BBEE level of contribution certificate or affidavit for intended subcontractors. |
| <input checked="" type="checkbox"/> | A consolidated B-BBEE level of contribution certificate in the case of Joint Ventures. |
| <input checked="" type="checkbox"/> | For service providers to claim for preference points the following must be adhered to: <ol style="list-style-type: none"> Submit a complete and signed SBD 6.1, Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths or A Consolidated Joint Venture B-BBEE Certificate clearly outlining the % ownership by black people, women and people with disabilities. Verification Certificate means a B-BBEE Certificate issued in compliance with the B-BBEE Codes of Good Practice or Sector Codes issued in terms of Section 9 1 of the Broad Based Black Economic Empowerment Act 53 of 2003 as amended by Act 46 of 2013. Unincorporated Joint Ventures are required to submit a consolidated verification certificate |
| <input checked="" type="checkbox"/> | Submission of the schedule of Tender's Past and Current Projects |
| <input checked="" type="checkbox"/> | Corrections made in the document should be initialed by the authorized person (as stated in the Standard |

| | |
|--|---|
| | Condition of Tender attached in this tender document). |
| <input checked="" type="checkbox"/> | Certified copies of the Founding Statement – CK1 |
| <input checked="" type="checkbox"/> | Certificate of Incorporation – CM1 |
| <input checked="" type="checkbox"/> | Valid COIDA or FMA certificate issued by the Department of Labour |
| <input checked="" type="checkbox"/> | Completion of Form Q for completed projects |
| <input checked="" type="checkbox"/> | CV's and copies of qualifications and Registrations for Project Staff as per Form R |
| <input checked="" type="checkbox"/> | Bank Letter confirming financial capacity |
| <input checked="" type="checkbox"/> | Completed and signed Consent Form |
| NB: DFFE RESERVES THE RIGHT TO PERFORM DUE DILIGENCE AND VERIFICATION ON ALL SUBMITTED DOCUMENTS AND INFORMATION BY BIDDERS | |

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

MANDATORY REQUIREMENTS

Does mandatory requirement apply for this bid?

YES

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

The compulsory Pre-tender Site Inspection Meeting will be held as follows:

Site 1 - Venue: Ithala Game Reserve

Coordinates: 27°30'45.3"S 31°17'03.8"E

Date: 29 November 2023

Starting time: 11:00am

| ITEM NO. | MANDATORY REQUIREMENTS |
|----------|--|
| 1. | Main contractor must have a CIDB contractor grading designation of 6GB or higher. Attach proof |
| 2. | Attendance of a Compulsory Pre-tender Site Inspection Meeting |

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

SPECIAL CONDITION

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

Functional Evaluation Criterion Summary

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

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

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

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

FUNCTIONALITY EVALUATION MATRIX

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

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

| Project Name: KZN: ITHALA GAME RESERVE DEVELOPMENT UPGRADES | | | | |
|---|---|---|--|------------------|
| No | Criteria | Evaluation Indicators | | Applicable Value |
| 1 | RELEVANT CONSTRUCTION WORK EXPERIENCE ON PREVIOUS CONTRACTS OF A SIMILAR NATURE, SCOPE /OR COMPLEXITY AND VALUE | | Provide a descriptive list of all completed projects of similar nature, scope and value to this tender for the past 10 years. Attach Final Completion Certificate indicating: Name of Client, Contact number, Contractual commencement date and completion date. In addition, please ensure that the completed project listed, will also be included in the "Schedule of Tenderer's Current and Completed projects" form, that is attached as a returning document in this bid. | 30 |
| | | 1 x completed construction project at R3 000 000 or higher value of this project with duly signed completion certificate | | (1) |
| | | 2 x completed construction projects at R3 000 000 each or higher value of this project with duly signed completion certificate | | (2) |
| | | 3 x completed construction projects at R3 000 000 each or higher value of this project with duly signed completion certificate | | (3) |
| | | 4 x completed construction projects at R3 000 000 each or higher value of this project with duly signed completion certificate | | (4) |
| | | 5 x completed or more construction projects at R3 000 000 each or higher value of this project with duly signed completion certificate | | (5) |
| | Portfolio of projects: Please provide documentation to support, i.e., project description; project value and services rendered for the projects listed below: | | | |
| | Name of project | Client | Short Description of project | Value of Project |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

| No | Criteria | Evaluation Indicators | | Applicable Value |
|----|---|---|--|------------------|
| 2. | REFERENCE LETTERS FROM THE BIDDER'S CLIENTS FOR THE COMPLETED PROJECTS OF SIMILAR IN NATURE, SCOPE, AND VALUE | | | 20 |
| | <p>Please provide signed reference letters from clients confirming your company's involvement in the projects listed in item 1 above, and additional projects of similar nature. Attach positive reference letters indicating: Name of client, contact number, Contract sum, Contractual commencement date and completion date and the role played by the bidder in the project.</p> <p>NB: Positive reference letter(s) indicated corresponding with the Final Completion Certificate(s) provided above will be utilized to verify and evaluate the value in criteria 1</p> | 1 x Positive reference letter from the client for the completed construction projects | | (1) |
| | | 2 x Positive reference letter from the clients for the completed construction projects. | | (2) |
| | | 3 x Positive reference letter from the clients for the completed construction projects. | | (3) |
| | | 4 x Positive reference letter from the clients for the completed construction projects. | | (4) |
| | | 5 or more positive reference letter from the clients for the completed construction projects. | | (5) |
| | Name of Company | | Value of Project as measured for final account | Letter attached |
| 1 | | | YES | NO |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |

| No | Criteria | Evaluation Indicators | | Applicable Value |
|----|--|--|----------------|------------------|
| 3. | FINANCIAL CAPACITY | | | |
| | Provide valid Bank rating letter on the bank's letterhead from the bidder's Banking Institution stating A, B, C, D and E bank code /rating, not older than 6 months from closing of the bid. | Credit rating/code of E | | |
| | | Credit rating/code of D | | |
| | | Credit rating/code of C | | |
| | | Credit rating/code of B | | |
| | | Credit Rating/code of A | | |
| No | Name of Bank | Contact Person | Contact Number | Date of letter |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| No | Criteria | Evaluation Indicators | | Applicable Value |
| 4. | COMPETENCE OF SITE AGENT | | | |
| | | Built Environment Qualification coupled with <u>4</u> years relevant construction experience, CV included with relevant qualification(s) | | |
| | | | | |

| | <p>Competence of Site Agent CV and copies of relevant Built Environment qualifications coupled with relevant construction experience to be submitted where the average number of years' experience will be considered when awarding the points.</p> | Built Environment Qualification coupled with <u>5</u> years relevant construction experience, CV included with relevant qualification(s) | (2) | |
|----|---|---|-----------------------|---------------------------------|
| | | Built Environment Qualification coupled with <u>6</u> years relevant construction experience, CV included with relevant qualification(s) | (3) | |
| | | Built Environment Qualification coupled with <u>7</u> years relevant construction experience, CV included with relevant qualification(s) | (4) | |
| | | Built Environment Qualification coupled with <u>8</u> years or more, relevant construction experience, CV included with relevant qualification(s) | (5) | |
| No | Criteria | Evaluation Indicators | Evaluation Indicators | |
| 5. | COMPETENCE OF THE GENERAL FOREMAN | | 10 | |
| | <p>Competence of the General Foreman, CV and copies of relevant construction qualifications coupled with relevant construction experience to be submitted where the average number of years' experience of the key personnel will be considered when awarding the points.</p> | <u>4</u> years relevant construction experience, CV included with relevant qualification(s) | (1) | |
| | | <u>5</u> years relevant construction experience, CV included with relevant qualification(s) | (2) | |
| | | <u>6</u> years relevant construction experience, CV included with relevant qualification(s) | (3) | |
| | | <u>7</u> years relevant construction experience, CV included with relevant qualification(s) | (4) | |
| | | <u>8</u> years or more, relevant construction experience, CV included with relevant qualification(s) | (5) | |
| No | Name of the Key Person | Name of the Qualification(s) | Portfolio/Position | CVs and Qualifications attached |
| | | | | YES NO |
| 1 | | | | |
| 2 | | | | |
| No | Criteria | Evaluation Indicators | Applicable Value | |

| 6. | COMPETENCE OF THE OCCUPATIONAL HEALTH AND SAFETY (OHS) OFFICER | 10 | | | |
|---|--|-------------------------------------|---------------------------|--|----|
| Competence of OHS Officer . CV and copies of relevant Occupational Health and Safety qualification(s) (SAMTRAC/NOSA/ Formal Tertiary Qualification) coupled with relevant OHS experience within the construction industry where the average number of years' experience will be considered when awarding the points. | <u>4</u> years relevant OHS experience within the construction industry, CV included with relevant qualification(s) | (1) | | | |
| | <u>5</u> years relevant OHS experience within the construction industry, CV included with relevant qualification(s) | (2) | | | |
| | <u>6</u> years relevant OHS experience within the construction industry, CV included with relevant qualification(s) | (3) | | | |
| | <u>7</u> years relevant OHS experience within the construction industry, CV included with relevant qualification(s) | (4) | | | |
| | <u>8</u> years or more, relevant OHS experience within the construction industry, CV included with relevant qualification(s) | (5) | | | |
| No | Name of the Key Person | Name of the Qualification(s) | Portfolio/Position | CVs and Qualifications attached | |
| | | | | YES | NO |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| TOTAL FUNCTIONALITY SCORE | | | | 100 | |
| MINIMUM QUALIFYING SCORE FOR FUNCTIONALITY | | | | 70 | |

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

Preference Point and Price Calculation

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

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

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

- f) A total of **20** points will be allocated for either of the specific goals.

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

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

- F.1) Submit a complete and signed SBD 6.1,
- F.2) Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths together with their bids. **Issued in terms of the amended Construction Sector Code**
- F.3) If the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entities should be submitted. Members in the joint venture must meet the requirement of the proposal. **Issued in terms of the amended Construction Sector Code**
- F.4) Submit a CSD report.

Collection of tender documents

Bid documents are available for free download on e-Tender portal www.etenders.gov.za and cidb.i-tender.

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

| | | | |
|-----------------|---------------|----------------------|----------------------|
| DFFE | SCM Officials | Telephone no: | 012 399 9892 |
| Cell no: | N/A | E-mail: | tenders@dff.e.gov.za |

Deposit / return of tender documents

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

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

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

| Tender documents may be posted to: | Deposited in the tender box at: |
|--|--|
| <p>The Director-General Department of Forestry, Fisheries, and the Environment Private Bag X 447 Pretoria 0001</p> <p>Attention: Procurement section: Tel: 012 399 9892 POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE:13 December 2023 AND TIME: 11:00am BY THE DEPARTMENT</p> | <p>Environmental House Ground Floor of the Department of Forestry, Fisheries and Environment 473 Steve Biko Road Arcadia, Pretoria 0083</p> <p>Ground floor (At the Reception)</p> |

TECHNICAL ENQUIRIES

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

Name: SCM Officials

Office Telephone No.: 012 399 9892

E-mail: Tenders@dff.e.gov.za

T1.2 TENDER DATA

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

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| C.1.4 | <p>The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer:</p> <p>Name: SCM Officials</p> <p>Address: DFFE Head Office Reception 473 Steve Biko Road, Arcadia, 0083.</p> <p>E-mail: tenders@dff.e.gov.za</p> |
| C.1.5 | Cancellation and Re-Invitation of Tenders |
| C.1.5.1 | <p>An employer may, prior to the award of the tender, cancel a tender if-</p> <ul style="list-style-type: none"> a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation. b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process. |
| C.1.5.2 | The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised |
| C.1.5.3 | An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time. |
| C.1.6 | Procurement procedures |
| C.1.6.1 | Unless otherwise stated in the tender data, a contract will, subject to C.3 be concluded with the tenderer who in terms of C.3 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders. |
| C.1.6.2 | Competitive negotiation procedure |
| C.1.6.2.1 | <p>Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3 the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.</p> |
| C.1.6.2.2 | <p>All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2 the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p> |

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| C.1.6.2.3 | At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer. |
| C.1.6.2.4 | The contract shall be awarded in accordance with the provisions of C.3 after tenderers have been requested to submit their best and final offer. |
| C.2 | Tenderer's obligations |
| C.2.1 | <p>Eligibility</p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p>a) CIDB registration</p> <p>Registered with the CIDB, at close of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, for a 6GB or higher class of construction work.</p> <p>Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission. Tenders received from such tenderers who are not capable of being registered in the required contractor designation, within 10 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, are not eligible to have their tenders evaluated.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> a) every member of the joint venture is registered with the CIDB; b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status, and c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6GB or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019. |

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| C.2.1.1 | <p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <ul style="list-style-type: none"> (a) Availability of resources (b) Availability of skills to manage and perform the contract – including staff which satisfies EPWP requirements (see further requirements under C.3) (c) Previous experience on contracts of a similar value and nature (d) A letter on the companies' letterhead stating that the contractor has sufficient capacity to execute the project |
| C.2.2 | <p>Eligibility</p> <p>b) Risk to Employer</p> <p>Provisions applicable to Evaluation Method 1 and 2:</p> <p>Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Evaluation Committee by the Project Manager / Professional Team appointed on the project.</p> <p>For the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on the form for the (Schedule of current and completed projects). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over, and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Project Manager, failing which the tender offer will <i>mutatis mutandis</i> be declared non-responsive.</p> <p>Technical risks:</p> <p>a) Criterion 1: Quality of current and previous work</p> <p>Quality of current and previous work performed by the Tenderer in the class of construction work stated above as per the evaluation report prepared by the Professional Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form for the (Schedule of current and completed projects).</p> <p>b) Criterion 2: Contractual commitment</p> <p>Adherence to contractual commitments, demonstrated by the Tenderer in the performance on current and previous work, evaluated in terms of:</p> <ol style="list-style-type: none"> 1) the level of progress on current projects in relation to the project Programme or, if such is not available/applicable, to the contractual construction period in general. 2) the degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto; and |

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

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| C.2.11 | Alterations to documents Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations (refer to the standard condition of Tender). |
| C.2.12 | Alternative tender offers No alternative tender offers will be considered |
| C.2.13 | Submitting a tender offer |
| C.2.13.1 | Submit one tender offer only as a single tendering entity to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data. |
| C.2.13.2 | Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink. |
| C.2.13.3 | Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer. |
| C.2.13.4 | Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. |
| C.2.13.5 | Seal the original tender offer marked as " ORIGINAL ". The package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address. |
| C.2.13.6 | <p>Bidders are requested to deliver the submission in one envelope. The Employer's address for delivery of tender offers and identification details to be shown on the tender offer package is:</p> <p>Title to appear on envelope one (1):</p> <p>1. CONTRACT NO.: DFFE-T035 (23-24) (TECHNICAL PROPOSALS)</p> <p>The appointment of a contractor for the construction of the <u>KZN – ITHALA GAME RESERVE DEVELOPMENT PROJECT</u>, on behalf of the Department of Forestry, Fisheries, and the Environment.</p> <p>This envelope must contain the returnable SCM Documentations, Relevant Annexures and Appendixes. This envelope must contain printed copies of all the pages in this document, duly completed and signed, inclusive of the pricing schedules (bill of quantities), which must be submitted in one envelope as detailed below.</p> <p>For identification purposes, bidders are requested to ensure that the envelopes containing the company's bids are clearly marked and are easily identifiable by the company's logo or name.</p> <p>Location of tender box: Ground Floor of the Department of Forestry, Fisheries and Environment</p> <p>Physical address: Location of tender box: DFFE Head Office Reception</p> <p>Physical address: 473 Steve Biko Road, Arcadia, 0083</p> <p>Identification details: TENDER BOX</p> |

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| C.2.13.7 | Seal the original tender offer in an outer package that states on the outside only the employer's address and identification details as stated in the tender data. |
| C.2.13.8 | Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated. |
| C.2.13.9 | Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer. |
| C.2.14 | <p>Information and data to be completed in all respects</p> <p>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.</p> |
| C.2.15 | <p>Closing time</p> <p>The closing time for submission of tender offers is <u>11:00am</u>.</p> <p>The Department of Forestry, Fisheries and the Environment is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.</p> |
| C.2.16 | The tender offer validity period is 120 days from the closing date. |
| C.2.17 | <p>Clarification of tender offer after submission</p> <p>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.</p> |
| C.2.18.2 | The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements. |
| C.2.19 | <p>Inspections, tests, and analysis</p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.</p> |
| C.2.20 | <p>Submit securities, bonds, and policies</p> <p>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.</p> |
| | Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data. |
| C.2.23 | The Tenderer is required to submit his/her tender with all documents and schedules listed under T2.1 and T2.2. |
| C.2.24 | <p>Canvassing and obtaining of additional information by tenderers</p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> |

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| | <p>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p> |
| C.2.25 | <p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ul style="list-style-type: none"> a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) a person who is an advisor or consultant contracted with the Department. <p>In the service of the state means to be -</p> <ul style="list-style-type: none"> a) a member of:- <ul style="list-style-type: none"> • any municipal council; • any provincial legislature; or • the National Assembly or the National Council of Provinces; b) a member of the board of directors of any municipal entity; c) an official of any municipality or municipal entity; d) an employee of any national or provincial department; e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); f) a member of the accounting authority of any national or provincial public entity; or g) An employee of Parliament or a provincial legislature. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p> |
| C.3 | <p>The employer's undertakings</p> |
| C.3.1 | <p>Respond to requests from the tenderer</p> <p>The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.</p> |
| C.3.2 | <p>Issue Addenda</p> <p>Addenda will be issued until five (5) working days before the tender closing time.</p> |
| C.3.5 | <p>The time and location for opening of the tender offers are:</p> <p>13 December 2023 at <u>11:00am</u> at the Department of Forestry, Fisheries and the Environment: Head Office Reception Physical address: 473 Steve Biko Road, Arcadia, 0083</p> |
| C.3.9 | <p>Arithmetical errors, omissions, and discrepancies</p> |
| C.3.9.1 | <p>Check the highest ranked tenders or tenderers with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3 for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or |

| | <p>c) arithmetic errors in:</p> <p>i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.</p> | | | | | | | | | | | | | | | |
|----------|--|---|-----------------------------|------------------|---|---------------------|--------------------|---|----------------------------|---|---|---------------------------------|----------------------|---|-----------------------------------|----------------------|
| C.3.9.2 | <p>The arithmetical errors shall be corrected in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.</p> <p>b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>c) Where there is an error in the total of the prices either as a result of other Corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p> <p>The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above.</p> | | | | | | | | | | | | | | | |
| C.3.11 | <p>Functionality, Price and Preference</p> <p>The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The evaluation of bids will be undertaken in 4 stages.</p> | | | | | | | | | | | | | | | |
| C.3.12 | <p>Stage 1: Initial screening (pre-compliance) on Supply Chain Management returnable requirements</p> <p>During this phase bid documents will be reviewed to determine the compliance with Standard Bidding Documents (SBD), SCM returnable, tax matters and contractor had registered on Central Data Base (CSD). All returnable documents must be submitted with the bid documents at the closing date and time of the bid. Bids which do not satisfy the compliance criteria will be disqualified and will not be evaluated further on pre-qualification criteria.</p> <p>The bid proposal will be screened for compliance with administrative requirements as indicated below and bidders must circle the correct answer</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #92D050;"> <th style="text-align: center; padding: 5px;">Item No.</th> <th style="text-align: center; padding: 5px;">Administrative Requirements</th> <th style="text-align: center; padding: 5px;">Check/Compliance</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; padding: 5px;">1</td> <td style="text-align: center; padding: 5px;">Master Bid Document</td> <td style="text-align: center; padding: 5px;">provided and bound</td> </tr> <tr> <td style="text-align: center; padding: 5px;">2</td> <td style="text-align: center; padding: 5px;">Electronic copy (USB/DISK)</td> <td style="text-align: center; padding: 5px;">Provided and similar to Master Bid Document</td> </tr> <tr> <td style="text-align: center; padding: 5px;">3</td> <td style="text-align: center; padding: 5px;">SCM - SBD 1 - Invitation to Bid</td> <td style="text-align: center; padding: 5px;">Completed and signed</td> </tr> <tr> <td style="text-align: center; padding: 5px;">4</td> <td style="text-align: center; padding: 5px;">SCM - SBD 4 - Bidder's Disclosure</td> <td style="text-align: center; padding: 5px;">Completed and signed</td> </tr> </tbody> </table> | Item No. | Administrative Requirements | Check/Compliance | 1 | Master Bid Document | provided and bound | 2 | Electronic copy (USB/DISK) | Provided and similar to Master Bid Document | 3 | SCM - SBD 1 - Invitation to Bid | Completed and signed | 4 | SCM - SBD 4 - Bidder's Disclosure | Completed and signed |
| Item No. | Administrative Requirements | Check/Compliance | | | | | | | | | | | | | | |
| 1 | Master Bid Document | provided and bound | | | | | | | | | | | | | | |
| 2 | Electronic copy (USB/DISK) | Provided and similar to Master Bid Document | | | | | | | | | | | | | | |
| 3 | SCM - SBD 1 - Invitation to Bid | Completed and signed | | | | | | | | | | | | | | |
| 4 | SCM - SBD 4 - Bidder's Disclosure | Completed and signed | | | | | | | | | | | | | | |

| | 5 | SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 | Completed and signed | | | | | | |
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| | 6 | In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal | JV agreement completed and signed, if applicable | | | | | | |
| <p>Stage 2: Mandatory Requirements</p> <p>The following mandatory requirements will apply and all bids that do not meet mandatory requirements will be disqualified and will not be evaluated further on functionality criteria.</p> | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Criteria</th><th>Yes/No</th></tr> </thead> <tbody> <tr> <td>Main contractor must have a CIDB contractor grading designation of 6 GB or higher</td><td>Yes</td></tr> <tr> <td>A contractor must attend a compulsory Pre-tender Site Inspection Meeting on the date and time published on the tender document</td><td>Yes</td></tr> </tbody> </table> | | | Criteria | Yes/No | Main contractor must have a CIDB contractor grading designation of 6 GB or higher | Yes | A contractor must attend a compulsory Pre-tender Site Inspection Meeting on the date and time published on the tender document | Yes | |
| Criteria | Yes/No | | | | | | | | |
| Main contractor must have a CIDB contractor grading designation of 6 GB or higher | Yes | | | | | | | | |
| A contractor must attend a compulsory Pre-tender Site Inspection Meeting on the date and time published on the tender document | Yes | | | | | | | | |
| <p>Stage 3: Functional Evaluation</p> <p>The Functional Evaluation will be carried out to assess the Bidder's suitability to undertake the project, the Bidder's Company Experience, Current Resource, Current Expertise and project cost will be evaluated.</p> <p>Bidders who fail to obtain a minimum 70 Points for functionality under Stage 3 will not be considered further.</p> <p>DFFE shall not be held responsible for incorrect judgement misled by unclear written letters/words on the forms below, to be completed by the Bidder(s). DO NOT COMPLETE THE FORMS BY WRITING "SEE ATTACHED", Bidder(s) who refer to attachment WILL BE SCORED ZERO. Attachment shall strictly be made where specified and at the correct location, any attachment other than what has been requested by DFFE, shall be completely ignored, and scored zero, where points allocation is required.</p> <p>When completing Forms, Bidder(s) may make copies of the original Forms, should the provided forms be inadequate for their completion of the information required. Forms must be hand completed in black ink, no computer regenerated forms will be accepted. Forms must be completed in full, forms not completed in full shall be rejected by scoring zero.</p> | | | | | | | | | |
| <p>Stage 4: Price and Preference Points</p> <p>Price and Preference Points Calculation</p> <p>The following preference point system will be followed to advance the categories of persons:</p> <ol style="list-style-type: none"> For contracts with a Rand value up to R50 000 000, a maximum of 20 points may be allocated for specific goals as contemplated above, provided that the lowest acceptable tender scores 80 points for price. <p>The applicable formula to be used is $Ps=80[1-(Pt-Pmin)/Pmin]$. Provided:</p> <p>Ps = Points scored for price of tender under consideration.</p> <p>Pt = Price of tender under consideration; and</p> <p>Pmin = Price of the lowest applicable tender.</p> <p>A total of 20 points may be awarded to a tenderer as follows:</p> | | | | | | | | | |

| | <p>20 points: if the Bidder has more than 50% (fifty percent) by Black people, Women, or people with disabilities</p> <p>0 Points: for 50% and below ownership by stipulated categories of persons</p> <p>b) A contract may be awarded to a tenderer that did not score the highest points only in accordance with section 2(1)(f) of the PPPFA.</p> <p>c) Bid will be awarded to a bidder with the highest points on price and Preference Points on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.</p> <p>d) The DFFE reserves the right to negotiate prices that are not deemed market related and not to award the tender to the bidder with the lowest price.</p> <p>e) Preference point system applicable for this bid is: 80/20</p> <p>f) A total of 20 points will be allocated for either of the specific goals</p> | | | | | | | | |
|--|---|----------------|-------|------------------------------------|----|-----------------------------|----|--|----|
| | <table border="1"> <thead> <tr> <th>SPECIFIC GOALS</th><th>80/20</th></tr> </thead> <tbody> <tr> <td>>50% ownership by Black people, Or</td><td>20</td></tr> <tr> <td>>50% ownership by Women, Or</td><td>20</td></tr> <tr> <td>>50% ownership by people with Disability</td><td>20</td></tr> </tbody> </table> | SPECIFIC GOALS | 80/20 | >50% ownership by Black people, Or | 20 | >50% ownership by Women, Or | 20 | >50% ownership by people with Disability | 20 |
| SPECIFIC GOALS | 80/20 | | | | | | | | |
| >50% ownership by Black people, Or | 20 | | | | | | | | |
| >50% ownership by Women, Or | 20 | | | | | | | | |
| >50% ownership by people with Disability | 20 | | | | | | | | |
| | <p>For service providers to claim for preference points the following must be adhered to:</p> <p>a) Submit a complete and signed SBD 6.1,</p> <p>b) Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths or A Consolidated Joint Venture B-BBEE Certificate clearly outlining the % ownership by black people, women and people with disabilities. <u>Issued in terms of the amended Construction Sector Code.</u></p> <p>c) Verification Certificate means a B-BBEE Certificate issued in compliance with the B-BBEE Codes of Good Practice or Sector Codes issued in terms of Section 9 1 of the Broad Based Black Economic Empowerment Act 53 of 2003 as amended by Act 46 of 2013. <u>Issued in terms of the amended Construction Sector Code.</u></p> <p>d) Unincorporated Joint Ventures are required to submit a consolidated verification certificate</p> | | | | | | | | |
| C.3.13.1 | <p>Tender offers will only be accepted on condition that:</p> <p>a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</p> <p>b) the bidder or any of its directors is not listed in the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>c) the bidder has not:</p> | | | | | | | | |

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

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

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

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

- i) In order to qualify for maximum points, the bidder's Contractor must have completed construction of ***more than five (5) in related projects with a minimum value of R3 000 000, excluding VAT over the last 10 years.***
- ii) Main contractor must have a CIDB contractor grading designation of **6GB** or higher.

FORM A: COMPLETED PROJECTS

| | | |
|--|---|---|
| Name of the Bidder | | |
| NUMBER OF YEARS' EXPERIENCE IN THE BUILT ENVIRONMENT OR CONSTRUCTION | | |
| PROJECT No. | 1 | 2 |
| Project Name | | |
| Nature of Project | | |
| Client (Responsible for supervision) | | |
| Client Contact person | | |
| Clients Contact Person (Name, Tel/ Cell no and Fax no) | | |
| Clients Contact Person (email address) | | |
| Consulting Engineer (Name, Tel/ Cell no and Fax no) | | |
| Appointment Value (at least R3 000 000) | | |
| Project Location (Province) | | |
| Project Duration(months) | | |
| Project Commencement Date (months/year) | | |
| Is the Project Completed (Yes / No) | | |
| Completion certificate attached (Yes or No) | | |
| Estimated Completion Date (If not yet Completed) | | |
| Completion Date (If Completed) (months/year) | | |
| Main Contractor (Yes / No) | | |

| PROJECT No. | 3 | 4 |
|---|---|---|
| Project Name | | |
| Nature of Project | | |
| Client (Responsible for supervision) | | |
| Client Contact person | | |
| Clients Contact Person (Name, Tel/ Cell no and Fax no) | | |
| Clients Contact Person (email address) | | |
| Consulting Engineer (Name, Tel/ Cell no and Fax no) | | |
| Appointment Value (at least R3 000 000) | | |
| Project Location (Province) | | |
| Project Duration(months) | | |
| Project Commencement Date (months/year) | | |
| Is the Project Completed (Yes / No) | | |
| Completion certificate attached (Yes or No) | | |
| Estimated Completion Date (If not yet Completed) | | |
| Completion Date (If Completed) (months/year) | | |
| Main Contractor (Yes / No) | | |

| PROJECT No. | 5 | 6 |
|---|---|---|
| Project Name | | |
| Nature of Project | | |
| Client (Responsible for supervision) | | |
| Client Contact person | | |
| Clients Contact Person (Name, Tel/ Cell no and Fax no) | | |
| Clients Contact Person (email address) | | |
| Consulting Engineer (name, Tel no and fax no) | | |
| Appointment Value (at least R3 000 000) | | |
| Project Location (Province) | | |
| Project Duration(months) | | |
| Project Commencement Date (months/year) | | |
| Is the Project Completed (Yes/No) | | |
| Completion certificate attached (Yes or No) | | |
| Estimated Completion Date (If not yet Completed) | | |
| Completion Date (If Completed) (months/year) | | |
| Main Contractor (Yes/No) | | |

| PROJECT No. | 7 | 8 |
|---|---|---|
| Project Name | | |
| Nature of Project | | |
| Client (Responsible for supervision) | | |
| Client Contact person | | |
| Clients Contact Person (Name, Tel/ Cell no and Fax no) | | |
| Clients Contact Person (email address) | | |
| Consulting Engineer (Name, Tel/ Cell no and Fax no) | | |
| Appointment Value (at least R3 000 000) | | |
| Project Location (Province) | | |
| Project Duration(months) | | |
| Project Commencement Date (months/year) | | |
| Is the Project Completed (Yes / No) | | |
| Completion certificate attached (Yes or No) | | |
| Estimated Completion Date (If not yet Completed) | | |
| Completion Date (If Completed) (months/year) | | |
| Main Contractor (Yes / No) | | |

| PROJECT No. | 9 | 10 |
|---|---|----|
| Project Name | | |
| Nature of Project | | |
| Client (Responsible for supervision) | | |
| Client Contact person | | |
| Clients Contact Person (Name, Tel/ Cell no and Fax no) | | |
| Clients Contact Person (email address) | | |
| Consulting Engineer (Name, Tel/ Cell no and Fax no) | | |
| Appointment Value (at least R3 000 000) | | |
| Project Location (Province) | | |
| Project Duration(months) | | |
| Project Commencement Date (months/year) | | |
| Is the Project Completed (Yes / No) | | |
| Completion certificate attached (Yes or No) | | |
| Estimated Completion Date (If not yet Completed) | | |
| Completion Date (If completed) (months/year) | | |
| Main Contractor (Yes / No) | | |

FORM B: EXPERIENCE OF NOMINATED PERSONNEL

Bidders must have experienced staff, who have previously worked on similar projects. The information will be verified with the references provided. Any information found to be untruthful will lead to the immediate disqualification of the Service Provider. The bidder must have in its proposal a: -

- i) Site Agent with more than 10 years' experience in design and construction management.
- ii) General Foreman with more 5 years' experience in contracts management of construction, in order to score maximum points.
- iii) OHS Officer with more than 5 years' experience in site safety management of construction projects.

Bidders are required to complete the forms attached as evidence and also submit detailed CVs as well as the qualifications and professional registrations of the above-mentioned personnel.

NB:

ONE INDIVIDUAL MAY NOT BE NOMINATED FOR MORE THAN ONE ROLE OR POSITION FOR THIS BID. IF AN INDIVIDUAL IS NOMINATED FOR MORE THAN ONE ROLE THEN THE POINTS WILL ONLY BE ALLOCATED FOR ONE OF THE ROLES AND THE BIDDER WILL SCORE ZERO ON ANY OTHER ROLE.

It is **mandatory** to complete all fields in Form B for each project listed as this information will be deemed to be material to the award of the Contract. Failure to complete all fields for the project listed may lead to the bidder losing points during functional evaluation under the categories. Should the bidder choose to present the required information in the attachments, then the bidder must **COMPLETE FORM (B) FIRST and then** make a clear reference to such attachments so that they may be considered; and such attachments must provide the same information requested for in Form B.

FORMS TO BE COMPLETED BY THE BIDDERS

- **Form B (I) General Foreman**
- **Form B (II) Site Agent**
- **Form B (III) OHS Agent**

FORM B (i) GENERAL FOREMAN

General Foreman in the Company

| Post | Name | Qualifications (Degree/Diploma in the Built Environment) | Experience in years |
|-----------------|-------------|---|----------------------------|
| General Foreman | | | |

Bidders are required to submit as attachments after this page, e.g. qualifications.

Signature _____ Date _____

Name _____ Capacity _____

Bidder _____

General Foreman

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

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

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

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

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

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

Signature _____ Date _____

Name _____ Capacity _____

Bidder _____

FORM B (ii) SITE AGENT

| Post | Name | Experience in years |
|-------------|-------------|----------------------------|
| Site Agent | | |

Bidders are required to submit as attachments after this page, the CV and any other information they may consider relevant.

Signature _____ Date _____

Name _____ Capacity _____

Bidder _____

Site Agent

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

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

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

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

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

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

Signature _____ Date _____

Name _____ Capacity _____

Bidder _____

FORM B (Iii) OHS Officer

| Post | Name | Qualifications in Safety Management | Experience in years |
|-------------|-------------|--|----------------------------|
| OHS Officer | | | |

Bidders are required to submit as attachments after this page, e.g. the qualifications.

Signature _____ Date _____

Name _____ Capacity _____

Bidder _____

OHS Agent/ Safety Officer

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

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

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

Signature _____ Date _____

Name _____ Capacity _____

Bidder _____

ANNEXURE – C

STANDARD CONDITION OF TENDER

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

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C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

C.2.11 Alterations to documents

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

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C.2.12 Alternative tender offers

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

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

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C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

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C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

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C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

| The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements: | |
|---|--|
| Requirement | Qualitative interpretation of goal |
| Fair | The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information. |
| Equitable | Terms and conditions for performing the work do not unfairly prejudice the interests of the parties. |
| Transparent | The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest. |
| Competitive | The system provides for appropriate levels of competition to ensure cost effective and best value outcomes. |

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|----------------|--|
| Cost effective | The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes. |
|----------------|--|

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- 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, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- 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.

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

VOLUME 2: RETURNABLE DOCUMENTS



T2.1. LIST OF RETURNABLE DOCUMENTS

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

T2.2 Returnable Documents required for tender evaluation purposes.

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

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

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

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

| Tender document name | Reference | Returnable document |
|--|-----------|---|
| Record of Addenda to tender documents) (if applicable) | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Credentials of Mechanical / Security Work material and equipment schedules (if applicable) | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Credentials of plumbing Contractor | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Credentials of Electrical Contractor (s) | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Schedule for Imported Materials and Equipment | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

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

| Tender document name | Reference | Returnable document |
|--|-----------|---|
| Declaration Certificate for Local Production and Content for Designated Sectors (Annexure C, D, E: Local & Imported Content Declarations). | SBD 6.2 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

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

| Legal Status of Tendering Entity: If the Tendering Entity is: ZX | Documentation to be submitted with the tender, or which may be required during the tender evaluation: |
|--|---|
| a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended) | Copies of the Founding Statement – CK1 |
| b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the | Copies of: i. Certificate of Incorporation – CM1. ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or |

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

Additional returnable documents required for tender evaluation purposes.

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

| Tender document name | Reference | Returnable document |
|--|-----------|---|
| Any <u>additional</u> information required to complete a risk assessment | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

Signed by the Tenderer/Bidder

| | | |
|------------------------|-----------|------|
| | | |
| Name of representative | Signature | Date |

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

KZN – ITHALA GAME RESERVE DEVELOPMENT PROJECT**STAMP**

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

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

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

| | |
|--|---|
| Rand (in words): | |
| Rand (in figures): | R |
| The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as a firm and final offer. | |

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

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

| | |
|--|--|
| Company or Close Corporation: | Natural Person or Partnership: |
| And: Whose Registration Number is: | Whose Identity Number(s) is/are: |
| And: Whose Income Tax Reference Number is: | Whose Income Tax Reference Number is/are: |

| |
|------------------------------|
| CSD supplier number:..... |
|------------------------------|

| |
|------------------------------|
| CSD supplier number:..... |
|------------------------------|

AND WHO IS (if applicable):

| |
|---|
| Trading under the name and style of: |
|---|

AND WHO IS:

| | |
|---|---|
| Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as: | Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorizing the Representative to make this offer. |
|---|---|

SIGNED FOR THE TENDERER:

| | | |
|------------------------|-----------|------|
| | | |
| Name of representative | Signature | Date |

WITNESSED BY:

| | | |
|-----------------|-----------|------|
| | | |
| Name of witness | Signature | Date |

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

- The official documents
- The official alternative
- Own alternative (only if documentation makes provision therefore) ..

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

SECURITY OFFERED:

ACCEPTANCE

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

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Specification
- Part C4 Locality Plan

and Tender drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a letter of acceptance, contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

| | | |
|--|---------------|--------------|
| NAME(s): (BLOCK LETTERS) | | |
| CAPACITY of authorized agents: | | |
| SIGNATURE(s) of authorized agents: | | |
| SIGNED at | on this | day of |
| WITNESSE(s): (Full name – BLOCK LETTERS – and signature) | | |
| 1. | | |
| | | |

T2.1 & T2.2

RETURNABLE DOCUMENTS

BIDDERS DISCLOSURE

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

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest ¹in the enterprise, employed by the state? YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of Stateinstitution |
|-----------|-----------------|--------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

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:

.....
.....

3 DECLARATION

I, the undersigned, (name) in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Signature

Date

Capacity

Name of Bidder



RESOLUTION OF BOARD OF DIRECTORS

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

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place) on _____ (date) **RESOLVED**

that:

1. The Enterprise submits a Bid / Tender to the Department of Forestry, Fisheries and Environment in respect of the following project:

(Project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms:

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorized to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

| No. | Name | Capacity | Signature |
|-----|------|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |



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

Note:

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

ENTERPRISE STAMP



RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

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

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place) on _____ (date) **RESOLVED** that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:
-
-

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Forestry, Fisheries and Environment in respect of the following project:

KZN – ITHALA GAME RESERVE DEVELOPMENT PROJECT *(Project description as per Bid /Tender Document)*

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid / Tender Document)*

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows:

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

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

Physical address: _____

(code) _____

Postal Address: _____

(code) _____

Telephone number: _____

Fax number: _____

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

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

| | |
|--|-------------------------|
| Note: | ENTERPRISE STAMP |
| <p>1. *Delete which is not applicable.</p> <p>2. NB: This resolution must, where possible, be signed by <u>all</u>the Directors / Members / Partners of the Bidding Enterprise.</p> <p>3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).</p> <p>4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).</p> <p>5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.</p> | |



SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place) on _____ (date) **RESOLVED** that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Forestry, Fisheries, and the Environment in respect of the following project:

KZN- ITHALA GAME RESEVE DEVELOPMENT UPGRADES (*Project description as per Bid /Tender Document*)

Bid / Tender Number: _____ (*Bid / Tender Number as per Bid /Tender Document*)

- B. *Mr/Mrs/Ms:

in *his/her Capacity as: _____ (*Position in the Enterprise*)

and who will sign as follows:

be, and is hereby, authorized to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:
-

- D. The Enterprises to the Consortium/Joint Venture accept joint and several liabilities for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

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

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

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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



Pre-tender Site Inspection Meeting Certificate

| | | | |
|-------------------|---|---------------|------------------|
| Project Name: | APPOINTMENT OF A CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) GRADED CONTRACTOR FOR THE RENOVATION OF BUILDINGS IN KWAZULU NATAL PROVINCE: ITHALA GAME RESERVE DEVELOPMENT UPGRADES, LOUWSBURG FOR A PERIOD OF 18 MONTHS FOR CONTRACTOR WITH 6GB OR HIGHER. | | |
| Tender no: | DFFE-T035 (23-24) | Reference no: | EPIP-A170101972 |
| Advertising date: | 20 November 2023 | Closing date: | 13 December 2023 |

This is to certify that I, _____ representing _____ in the company of _____ visited the site on: _____

I have made myself familiar with all local conditions likely to influence the work, and the cost thereof. I further certify that I am satisfied with the description of the work, and explanation given at the site inspection meeting, and that I perfectly understand the work to be done, as specified and implied, in the execution of this contract.

| | | |
|------------------|-----------|------|
| | | |
| Name of Tenderer | Signature | Date |

| | | |
|--|-----------|------|
| | | |
| Name of DFFE Representative (PM / SCM) | Signature | Date |

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

The maximum points for this tender are allocated as follows:

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

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

time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(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 (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|--|--|
| >50% ownership by Black people, Or | 20 | |
| >50% ownership by Women, Or | 20 | |
| >50% ownership by people with Disability | 20 | |

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole proprietor
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ

- of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
-
- (b) disqualify the person from the tendering process;
- (c) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (d) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (e) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution, if deemed necessary.

WITNESSES

1.
2.

SIGNATURE(S) OF BIDDERS(S)

DATE.....

ADDRESS.....

Schedule of Tenderer's Current and Completed Projects

| | | | |
|-------------------|---|------------------|------------------|
| Project Name: | APPOINTMENT OF A CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) GRADED CONTRACTOR FOR THE RENOVATION OF BUILDINGS IN KWAZULU NATAL PROVINCE: ITHALA GAME RESERVE DEVELOPMENT UPGRADES, LOUWSBURG FOR A PERIOD OF 18 MONTHS FOR CONTRACTOR WITH 6GB OR HIGHER. | | |
| Tender No: | DFFE-T035 (23-24) | Closing date: | 13 December 2023 |
| Advertising date: | 20 November 2023 | Validity period: | 120 days |

1. Particulars of Tenderer's Current and Completed commitments.

1.1. Current Projects

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

| | | | | | | | |
|---|--|--|--|--|--|--|--|
| 8 | | | | | | | |
|---|--|--|--|--|--|--|--|

1.2. Completed Projects

| Projects completed not above 10 (ten) years | | Name of the Employer or Representative of the Employer | Contact Cell / Tel. no. of the Employer or Representative of the Employer | Contract amount | Contractual commencement date | Contractual completion date | Actual completion date | Date of Certificate of Practical Completion |
|---|--|--|---|-----------------|-------------------------------|-----------------------------|------------------------|---|
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | | | | | | | | |
| 7 | | | | | | | | |
| 8 | | | | | | | | |
| 9 | | | | | | | | |
| 10 | | | | | | | | |

| | | |
|------------------|-----------|------|
| | | |
| Name of Tenderer | Signature | Date |



RECORD OF ADDENDA TO TENDER DOCUMENTS

| | | | |
|---------------|---|---------------|-----------------|
| Project Name: | APPOINTMENT OF A CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) GRADED CONTRACTOR FOR THE RENOVATION OF BUILDINGS IN KWAZULU NATAL PROVINCE: ITHALA GAME RESERVE DEVELOPMENT UPGRADES, LOUWSBURG FOR A PERIOD OF 18 MONTHS FOR CONTRACTOR WITH 6GB OR HIGHER. | | |
| Tender no: | DFFE-T035 (23-24) | Reference no: | EPIP-A170101972 |

1. I / We confirm that the following communications received from the Department of Forestry, Fisheries and Environment before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: (Attach additional pages if more space is required)

| No. | Date | Title or Details |
|-----|------|------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |

| | | |
|------------------|-----------|------|
| | | |
| Name of Tenderer | Signature | Date |

2. I / We confirm that no communications were received from the Department of Forestry, Fisheries and Environment before the submission of this tender offer, amending the tender documents.

| | | |
|--|--|--|
| | | |
|--|--|--|

| Name of Tenderer | Signature | Date |
|------------------|-----------|------|
|------------------|-----------|------|



SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

| | | | |
|---------------|---|---------------|-----------------|
| Project Name: | APPOINTMENT OF A CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) GRADED CONTRACTOR FOR THE RENOVATION OF BUILDINGS IN KWAZULU NATAL PROVINCE: ITHALA GAME RESERVE DEVELOPMENT UPGRADES, LOUWSBURG FOR A PERIOD OF 18 MONTHS FOR CONTRACTOR WITH 6GB OR HIGHER. | | |
| Tender no: | DFFE-T035 (23-24) | Reference no: | EPIP-A170101972 |

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

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

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

These net amounts will be adjusted as follows:

FORMULA:

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

Y

A = the amount (R) of adjustment

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

Z = exchange rate on the date of payment.

| | | |
|------------------|-----------|------|
| | | |
| Name of Tenderer | Signature | Date |

**VOLUME 3:
THE CONTRACT PART A
Agreement and Contract**

C1.2 CONTRACT DATA:

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

| | | | |
|----------------|---|--|--|
| Project Name: | APPOINTMENT OF A CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) GRADED CONTRACTOR FOR THE RENOVATION OF BUILDINGS IN KWAZULU NATAL PROVINCE: ITHALA GAME RESERVE DEVELOPMENT UPGRADES, LOUWSBURG FOR A PERIOD OF 18 MONTHS FOR CONTRACTOR WITH 6GB OR HIGHER. | | |
| Reference no.: | EPIP-A170101972 | | |

| | | | |
|---------------------|------------------|---------------|---------|
| Advertisement Date: | 20 November 2023 | Validity: | 120 |
| Closing Date: | 13 December 2023 | Closing time: | 11:00am |

| | |
|--|---|
| | <p>The Conditions of Contract are clauses 1 to 14 of the JBCC Series 2000 Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p> |
|--|---|

A PROJECT INFORMATION

A 1.0 Works [1.1]

| | |
|--------------------|--|
| Works Description: | <p>The project comprises the following main deliverables:</p> <ul style="list-style-type: none"> • Removal of thatch roof layer of thatch grass • Erection of roof structure to accommodate Harvey thatch tiles. • Rehabilitation of existing roads • Upgrading of refuse area • Commissioning of the works • Erection of Elephant Electrical Fence <p>The description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.</p> |
|--------------------|--|

A 2.0 Site [1.1]

| | |
|---------------------|---------------------|
| Erf / Stand number: | N/A |
| Town / Suburb: | LOUWSBURG |
| Site Address: | ITHALA GAME RESERVE |

| | |
|-------------------------|------------------------------|
| Local Authority: | Abaqulusi Local Municipality |
|-------------------------|------------------------------|

A 3.0 Employer [1.1]

| | |
|---|---|
| Official Name of Organ of State / Public Sector Body | Department of Forestry, Fisheries, and the Environment |
| Postal Address: | Postal address: Department of Forestry, Fisheries, and the Environment Private Bag X 447 Pretoria 0001 |
| Physical address: | Environmental House Ground Floor of the Department of Forestry, Fisheries and Environment 473 Steve Biko Road Arcadia, Pretoria 0083 |
| Business registration number: | Government Department |
| Country: | South Africa |
| Employer's representative: Name | SCM Officials |
| E-mail: | tenders@dff.e.gov.za |
| Mobile Number: | |
| Telephone number: | 012 399 9892 |

A 4.0 Principal Agent [1.1]

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

A 5.0 Principal Consultant [1.1, 6.2]

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

A 6.0 Agent [1.1, 6.2] [Quantity Surveying]

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

A 7.0 Agent [1.1, 6.2] [Architect]

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

A 8.0 Agent [1.1, 6.2] [Structural Engineer]

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

A 9.0 Agent [1.1, 6.2] [Civil Engineering]

| | |
|------------------------------|--|
| Name (contact person) | |
| Company Name: | |
| Practice number: | |

| | |
|--------------------------|--|
| Telephone number: | |
| Mobile number | |
| Country: | |
| E-mail: | |
| Postal address: | |
| Physical address: | |

A 10.0 Agent [1.1, 6.2] [Structural Engineering]

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

A 11.0 Agent [1.1, 6.2] [Heritage Specialist]

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

A 12.0 Agent [1.1, 6.2]

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

A 13.0 Agent [1.1, 6.2] [Health & Safety Agent]

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

A 14.0 Agent [1.1, 6.2]

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

A 15.0 Agent [1.1, 6.2]

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

A 16.0 Agent [1.1, 6.2]

| | |
|------------------------------|--|
| Name (contact person) | |
| Company Name: | |
| Practice number: | |
| Telephone number: | |
| Mobile number | |
| Country: | |
| E-mail: | |

| | |
|--------------------------|--|
| Postal address: | |
| Physical address: | |

A 17.0 Agent [1.1, 6.2]

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

A 18.0 Agent [1.1, 6.2]

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

B CONTRACT INFORMATION**B 1.0 Definitions [1.1]****Bills of quantities:** System/Method of measurementSeventh Edition 2015 of the Standard System of Measuring
Builder's Work**B 2.0 Law, regulations, and notices [2.0]****Law** applicable to the **works**, state country [2.1]

Republic of South Africa

B 3.0 Offer and acceptance [3.0]Currency applicable to this **agreement** [3.2]

South African Rands

B 4.0 Documents [5.0]

The original signed **agreement** is to be held by the
principal agent [5.2], if not, indicate by whom
Number of copies of **construction information**
issued to the **contractor** at no cost [5.6]

Employer (the Department)

2

| Documents comprising the agreement | Page numbers |
|--|----------------|
| The JBCC® Principal Building Agreement, Edition 6.2 May 2018 | 1 to 30 |
| The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018 | 1 to 14 |
| The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018 | 1 to 7 |
| Bills of Quantities | Refer to index |
| Additional documentation as stated in Procurement document | |

Contract drawings

Refer to drawings included in tender document annexures

B 5.0 Employer's agents [6.0]

| |
|---|
| Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2] |
| RodLam Consulting |

| |
|--|
| Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3] |
| N/A |

B 6.0 Insurances [10.0]

| Insurances by employer | Amount including tax | Deductible amount including tax |
|--|----------------------|---------------------------------|
| Contract works insurance: | | |
| New works [10.1.1] (contract sum or amount) | | |
| or Works with practical completion in sections [10.2] (contract sum or amount) | | |
| or Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works) | | |
| Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance | | |
| Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance | | |
| Escalation, professional fees and reinstatement costs if not included above | | |
| Total of the above contract works insurance amount | | |

| | | |
|---|--|-----------------------|
| Supplementary insurance [10.1.2; 10.2] | | |
| Public liability insurance [10.1.3; 10.2] | | |
| Removal of lateral support insurance [10.1.4; 10.2] | | |
| Other insurances [10.1.5] | | |
| Yes / No | | If yes, description 1 |
| | | |
| Yes / No | | If yes, description 2 |
| | | |

and/or

| Insurances by contractor | | Amount including tax | Deductible amount including tax |
|--|---|-----------------------|---------------------------------------|
| Contract works insurance: | | | |
| | New works [10.1.1] (contract sum or amount) | Contract Sum + 10% | To be paid in any event by Contractor |
| or | Works with practical completion in sections [10.2] (contract sum or amount) | | |
| or | Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works) | | |
| | Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance | n/a | |
| | Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance | n/a | |
| | Escalation, professional fees and reinstatement costs if not included above | n/a | |
| Total of the above contract works insurance amount | | | |
| Supplementary insurance [10.1.2] | | n/a | |
| Public liability insurance [10.1.3] | | R 10 million | To be paid in any event by Contractor |
| Removal of lateral support insurance [10.1.4] | | n/a | |
| Other insurances [10.1.5] Refer B17.0 | | | |
| Yes / No | | If yes, description 1 | |
| | Yes | SASRIA | |
| Yes / No | | If yes, description 2 | |
| | | | |

B 7.0 Obligation of the employer [12.1]

| | | | |
|---|--|---|------------|
| Existing premises will be in use and occupied [12.1.2] | | Yes/no? | Yes |
| If yes, description | | A portion of the buildings to be renovated may be occupied | |
| Restriction of working hours [12.1.2] | | Yes/no? | No |
| If yes, description | | | |
| Natural features and known services to be preserved by the contractor [12.1.3] | | Yes/no? | No |
| If yes, description | | | |
| Restrictions to the site or areas that the contractor may not occupy [12.1.4] | | Yes/no? | No |
| If yes, description | | | |

| | | |
|---------------------------------------|---------|-----------|
| Supply of free issue [12.1.10] | Yes/no? | No |
| If yes, description | | |

B 8.0 Nominated subcontractors [14.0]

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

B 9.0 Selected subcontractors [15.0]

| | | |
|------------------|------------|---------------------------------------|
| Yes/No | Yes | If yes, description of Specialisation |
| Specialisation 1 | | To be confirmed by Contractor |
| Specialisation 2 | | |
| Specialisation 3 | | |
| Specialisation 4 | | |
| Specialisation 5 | | |

B 10.0 Direct contractors [16.0]

| | | |
|--------------------------|-----------|---------------------------------------|
| Yes/No | No | If yes, description of extent of work |
| Extent of work [12.1.11] | | |

B 11.0 Description of sections [20.1]

| | | | | |
|-----------|--|------------------------|--|--|
| Section 1 | | | | |
| Section 2 | | | | |
| Section 3 | | | | |
| Section 4 | | | | |
| Section 5 | | | | |
| Section 6 | | | | |
| Section | | Remainder of the works | | |

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

| | | | | |
|--|---|---|---|---|
| Practical completion for the works as a whole | Intended date of possession of the site Refer B17.0 [12.1.5] | Period for inspection by the principal agent [19.3] | The date for practical completion shall be the period as | Penalty for late completion [24.1] |
|--|---|---|---|---|

| | | | | |
|--|-------------|---------------------|--|--|
| | 12.2.22] | | indicated below from the date of possession of the site by the contractor [12.2.7; 24.1] | |
| | Date | working days | Date | Penalty amount per calendar day (excl. tax) |
| | TBC | TBC | TBC | R 0,025 per R100 of Contract Sum |

or where sections are applicable

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

Criteria to achieve **practical completion** not covered in the definition of **practical completion**

N/A

Defects liability period [21.0]

| | | | |
|--|---|---------|-----------|
| Extended defects liability period: Refer B17.0 [21.13] | | Yes/no? | No |
| If yes, description of applicable elements | eg: Electrical reticulation / Air conditioning system / Landscaping 13.1 13.2 13.3 13.4 13.5 13.6 | | |

Payment [25.0]

| | | | |
|---|---------------------------------|-----------|--|
| Date of month for issue of regular payment certificates [25.2] | 30th of Month | | |
| Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5] | Yes/no? | No | |

| | | | |
|--|--------------------------------------|--|--|
| If yes, method to calculate | | | |
| Employer shall pay the contractor within: [25.10] | Twenty-one (21) calendar days | | |

Dispute resolution [30.0]

| | |
|--|---|
| Adjudication [30.6.1; 30.10] | To be agreed between parties |
| Name of nominating body | |
| Applicable rules for adjudication [30.6.2] | As per Association of Arbitrators (SA) |
| Arbitration [30.7.4; 30.10] name of nominating body | Association of Arbitrators (SA) |
| Applicable rules for arbitration [30.7.5] | As per Association of Arbitrators (SA) |

JBCC® General Preliminaries – selections

| | | | |
|---|------------------------------|------------|------------|
| Provisional bills of quantities [P2.2] | Yes/No | Yes | |
| Availability of construction information [P2.3] | Yes/No | Yes | |
| Previous work - dimensional accuracy - details of previous contract(s) [P3.1] | | n/a | |
| Previous work - defects - details of previous contract(s) [P3.2] | | n/a | |
| Inspection of adjoining properties - details [P3.3] | | n/a | |
| Handover of site in stages - specific requirements [P4.1] | | n/a | |
| Enclosure of the works - specific requirements [P4.2] | | n/a | |
| Geotechnical and other investigations - specific requirements [P4.3] | | n/a | |
| Existing premises occupied - details [P4.5] | | no | |
| Services - known - specific requirements [P4.6] | | n/a | |
| Water [P8.1] | By contractor | Yes/No | Yes |
| | By employer | Yes/No | No |
| | By employer – metered | Yes/No | No |
| Electricity [P8.2] | By contractor | Yes/No | Yes |
| | By employer | Yes/No | No |
| | By employer – metered | Yes/No | No |
| Ablution and welfare facilities [P8.3] | By contractor | Yes/No | Yes |
| | By employer | Yes/No | No |
| | | | |

| | |
|--|------------|
| Communication facilities - specific requirements [P8.4] | N/a |
| Protection of the works - specific requirements [P11.1] | N/a |
| Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2] | N/a |
| Disturbance - specific requirements [P11.5] | N/a |
| Environmental disturbance - specific requirements [P11.6] | N/a |

Changes made to JBCC® documentation

| |
|---|
| Reference may be made to other documents forming part of this agreement |
|---|

SHORTENED VERSION OF THE PRELIMINARIES AS PER THE BoQ.

C TENDERER'S SELECTIONS

Security [11/0]

Guarantee for construction: Select Option A or B

| | |
|----------|---|
| Option A | Guarantee for construction (variable) by contractor [11.1.1] |
|----------|---|

| | |
|----------|--|
| Option B | Guarantee for construction (fixed) by contractor [11.1.2] |
|----------|--|

| | |
|--|----------------|
| Guarantee for payment by employer [11.5.1; 11.10] | Not applicable |
|--|----------------|

| | |
|---|----------------|
| Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3] | Not applicable |
|---|----------------|

C 2.0 Contractor's annual holiday periods during the construction period

| | | | | |
|--|------------|--|----------|--|
| Year 1 contractor's annual holiday period | start date | | end date | |
| Year 2 contractor's annual holiday period | start date | | end date | |
| Year 3 contractor's annual holiday period | start date | | end date | |

C 3.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

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

Payment methods

| | |
|----------|--|
| Option A | The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio |
|----------|--|

| | |
|-----------------|--|
| Option B | The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge, and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to consider the rate of progress of the works |
|-----------------|--|

Lump sum contract

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

C 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection

Select Option A or B

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

Provision of particulars

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

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

Adjustment methods

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

| | |
|-----------------|--|
| Option A | The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor , apportioned to sections where completion in sections is required Fixed - An amount which shall not be varied Value-related - An amount varied in proportion to the contract value as compared to the contract sum . Both the contract sum and the contract value shall exclude the amount of preliminaries , contingency sum(s) and any provision for cost fluctuations Time-related - An amount varied in proportion to the number of calendar days |
|-----------------|--|

| | |
|--|---|
| | extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4] |
|--|---|

| | |
|-----------------|---|
| Option B | The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4] The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred |
|-----------------|---|

Failure to provide particulars within the period stated

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

Lump sum contract

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

C1.4 HEALTH AND SAFETY AGREEMENTS

DEPARTMENT OF ENVIRONMENTAL AFFAIRS
 EZ1411-KZN-ITHALA GAME RESERVE DEVELOPMENT UPGRADES
 BILL OF QUANTITY

SECTION 1200

| ITEM NO | DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
|---------------|--|----------|----------|------------|-------------|
| 1200 | <u>SECTION A: PRELIMINARY & GENERAL</u> | | | | |
| B12.01 | Contractual Requirements | Sum | 1.00 | | |
| B12.02 | a) Establish facilities on site | sum | 1.00 | | |
| B12.03 | a) Facilities for contractor | sum | 1.00 | | |
| | a) Offices and Storage | sum | 1.00 | | |
| | b) Workshops | Sum | 1.00 | | |
| | c) Living Accommodation | Sum | 1.00 | | |
| | d) Ablution and Latrine facilities | Sum | 1.00 | | |
| | e) Tools and Equipments | Sum | 1.00 | | |
| | f) Water Supplies, electric power, and communication | sum | 1.00 | | |
| | g) Dealing with water | Sum | 1.00 | | |
| | h) Access | Sum | 1.00 | | |
| B12.04 | CONSTRUCTION REGULATIONS-OHS ACT | | | | |
| | Compliance with OHS Act and Regulation(including | | | | |
| | a) construction regulation 2014) | sum | 1.00 | | |
| | b) Compliance with Covid-19 regulations | sum | 1.00 | | |
| B12.05 | Removal of site Establishment | sum | 1.00 | | |
| B12.06 | TIME RELATED ITEMS | | | | |
| | a) Contractual requirements | month | 7.00 | | |
| | b) operations and maintenance of facilities on site | | | | |
| | i) office and storage sheds | month | 7.00 | | |
| | ii) Ablution facilities | month | 7.00 | | |
| | iii) Access | month | 7.00 | | |
| | iv) Testing of materials by registered laboratory | prov sum | 1.00 | R35 000.00 | R 35 000.00 |
| | v) Compensation of qualified safety officer | month | 7.00 | | |
| | compensation to CLO appointed from Local | | | | |
| | community | month | 7.00 | | |
| B12.07 | EPWP uniform for abourers | No | 50.00 | | |
| 1200 | TOTAL CARRIED TO SUMMARY | | | | |

| DEPARTMENT OF ENVIRONMENTAL AFFAIRS | | | |
|---|------------------------------|-----------|-----------|
| EZ1411-KZN-ITHALA GAME RESERVE DEVELOPMENT UPGRADES | | | |
| BILL OF QUANTITY | | | |
| DESCRIPTION | AREA(HARVY THATCH TILE)(m2) | RATE(R) | TOTAL(R) |
| Strip & Removal of existing thatch | | 1050 | |
| Installation of Harvey thatch tile on existing roof structure (includes all cape reed, alububble (insolation), timber & harvey tiles | | 1050 | |
| CONFERENCE CENTRE UNITS and 2 bed units | | | |
| Strip & Removal of existing thatch for 22 two bed self catering unit | | 3588 | |
| Installation of Harvey thatch tile on existing roof structure (includes all cape reed, alububble (insolation), timber & harvey tiles | | 3588 | |
| 4 bed UNITS | | | |
| Strip & Removal of existing thatch for 8 units | | 1920 | |
| Installation of Harvey thatch tile on existing roof structure (includes all cape reed, alububble (insolation), timber & harvey tiles | | 1920 | |
| 6 BED UNITS | | | |
| Strip & Removal of existing thatch for 1' units | | 660 | |
| Installation of Harvey thatch tile on existing roof structure (includes all cape reed, alububble (insolation), timber & harvey tiles | | 660 | |
| TOTAL | | | |

| BILL OF QUANTITY | | | | | |
|------------------|--|----------------|----------|------|--------|
| ITEM NUMBER | DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
| 17.01 | Ripp and Recompact the existing gravel roads to 90% Mod Asshto using the grader, smooth roller and water truck | m ³ | 0 | | |
| 17.01a | Blading of gravel roads with grader @ 5.5m width | km | 0 | | |
| 34.03 | Pavement layers constructed from gravel obtained from existing pavement layers: | | | | |
| 34.03A | Ripping of the base with grader | m ³ | 297 | | |
| | (a) Cemented material (150mm) Gravel base compacted to 98% mod. AASHTO density (chemically stabilised) using: 32.5 CEM II, A-L | m ³ | 297 | | |
| 39.01 | Sawing asphalt or cemented pavement layers for patching: Sawing asphalt or cemented pavement layers to an average depth: | | | | |
| a) | Not exceeding 30mm | m ² | 0 | | |
| b) | Exceeding 50mm but not exceeding 100mm | m ² | 200 | | |
| c) | Exceeding 100mm | m ² | | | |
| 39.02 | Excavating in existing pavements for patching in: | | | | |
| a) | Cemented layers | m ³ | 50 | | |
| 39.04 | Compacting the floor of excavations for patching | m ² | 200 | | |
| 39.06 | Variation in stabilising agents | | | | |
| a) | Anionic stable grade emulsion | l | 216 | | |
| b) | CEM II 32.5 | t | 2 | | |
| 39/42.02 | Backfilling of excavation for patching with: | | | | |
| a) | Asphalt surfacing (continuously graded asphalt using 60/70 penetration bitumen and fine grading) 25mm | m ² | 200 | | |
| 41,01. | PRIME COAT | | | | |
| | (a) MC-30 cut-back bitumen | litre | 267 | | |
| 4200 | ASPHALT BASE AND SURFACING | | | | |
| 42.02. | Asphalt surfacing(25mm thickness, 60/70 penetration grade asphalt, medium grade) | | | | |
| (a) | Continuously graded | m ² | 1650 | | |
| 42.03 | Patch works | | | | |
| a) | slurry seal | m ² | 2200 | | |
| TOTAL | | | | | |

DEPARTMENT OF ENVIRONMENTAL AFFAIRS
 EZ1411-KZN-ITHALA GAME RESERVE DEVELOPMENT UPGRADES
 BILL OF QUANTITY

| FENCE | | | | | |
|--------------|--|------|----------|---------------|---------------|
| ITEM NUMBER | DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
| B | ELECTRIC ELEPHANT FENCE | | | | |
| 1 | PROVISIONAL SUM FOR SUPPLY AND ERECTION OF 50KM ELECTRIC ELEPHANT FENCE, AS PER ATTACHED DRAWING | PROV | 1 | R2 400 000.00 | R2 400 000.00 |
| 2 | ADD PROFIT AND HANDLING COST | % | 2400000 | | |
| TOTAL | | | | | |

DEPARTMENT OF ENVIRONMENTAL AFFAIRS
EZ1411-KZN-ITHALA GAME RESERVE DEVELOPMENT UPGRADES

| BILL OF QUANTITY | | | | | |
|------------------|--|----------------|----------|------|--------|
| ITEM NUMBER | DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
| A | EARTHWORKS | | | | |
| 1 | Site clearance for the preparation of bottom slab | m ² | 120 | | |
| B | FOUNDATION | | | | |
| 1 | Excavation for strip foundation | m ³ | 25 | | |
| 2 | Allow for excavation in hard rock | m ³ | 15 | | |
| 3 | Reinforcement for bottom slab and strip foundation High tensile steel reinforcement to structural concrete work | | | | |
| a | Y16 | Tonns | 0.5 | | |
| b | Y12 | Tonns | 0.5 | | |
| 4 | 30MPa/20mm concrete | | | | |
| a) | Strip footings (sides only cast against excavated surfaces) | m ³ | 10 | | |
| b) | bottom slab | m ³ | 20 | | |
| c | complete steel structure as per the drawing | sum | 1 | | |
| 10 | fire hydrant for cleaning water | sum | 1 | | |
| 11 | Drainage pipes | sum | 1 | | |
| 12 | Supply of 240 litres wheelie bins | No. | 40 | | |
| TOTAL | | | | | |

DEPARTMENT OF ENVIRONMENTAL AFFAIRS
EZ1411-KZN-ITHALA GAME RESERVE DEVELOPMENT UPGRADES
BILL OF QUANTITY

SUMMARY OF SCHEDULE OF QUANTITIES

| | | | |
|------|--|---|-------|
| 1200 | GENERAL REQUIREMENTS AND PROVISIONS..... | R | _____ |
| 1500 | HARVEY THATCH ROOF | R | _____ |
| 1600 | ROADS | R | _____ |
| 1700 | FENCE | R | _____ |
| 1800 | Refuse Area | R | _____ |

TOTAL R _____

CALCULATION OF TENDER SUM

SUMMARY OF SCHEDULE OF QUANTITIES TOTAL..... R _____

ADD CONTINGENCIES

The sum provided here is under the sole control of the
 Engineer and may be deducted in whole or in part. (The Tenderer
 must add 5% of the total of schedule of quantities)

SUBTOTAL R _____

ADD VALUE-ADDED TAX (VAT)

The tenderer shall add 15% of subtotal for VAT

TOTAL CARRIED TO FORM OF OFFER

R



forestry, fisheries & the environment

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

ANNEXURE D (OHS SPECIFICATION)

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

1. DEFINITIONS

1.1 For the purposes of this Annexure D the following definitions will apply:

1.1.1 **“Agreement”** means the main Agreement entered into by the Parties for the Project for which this Annexure D is appended to;

1.1.2 **“Competent Person”** means a person who –

1.1.2.1 has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2008 (Act No.67 of 2008), those qualifications and that training must be regarded as the required qualifications and training; and

1.1.2.2 is familiar with the OHS Act and with the applicable Regulations;

1.1.3 **“Contractor/Sub Contractor”** has the same meaning as defined in the Agreement;

1.1.4 **“Construction Work”** means any work in connection with the-

1.1.2.1 construction, erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;

1.1.2.2 construction, installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;

1.1.2.3 construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or

1.1.2.4 moving of earth, clearing of land, the making of an excavation, piling, or any similar civil engineering or type of work;

1.1.5 **“COVID - 19”** means the Novel Coronavirus (COVID - 19) which is an infectious disease caused by a virus, which emerged during 2019 and was declared a global

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pandemic by the World Health Organization during the year 2020 that has previously not been scientifically identified in humans;

- 1.1.6 **“COVID – 19 Response Team”** means a team of COVID – 19 Compliance Representatives consisting of Service Provider(s)/Contractor(s), site supervisor(s), and Employees/ Participants representative(s);
- 1.1.7 **“COVID – 19 Compliance Representatives”** means a person responsible to perform duties as stipulated in the COVID – 19 Compliance Representatives appointment letter;
- 1.1.8 **“Department”** means the Department of Forestry, Fisheries and the Environment;
- 1.1.9 **“Employees/Participants”** means all Employees, servants, Mandatary / Principle Contractor/ Contractors, agents, invitees and the like of the Service Provider/ Contractor;
- 1.1.10 **“ENATIS”** means Electronic National Administration Traffic Information Systems;
- 1.1.11 **“Fall Arrest Equipment”** means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines or similar equipment;
- 1.1.12 **“Fall Prevention Equipment”** means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guardrails, screens, barricades, anchorages or similar equipment;
- 1.1.13 **“Fall Protection Plan”** means a documented plan, which includes and provides for –
 - 1.1.13.1 all risks relating to working from a fall risk position, considering the nature of work undertaken;
 - 1.1.13.2 the procedures and methods to be applied in order to eliminate the risk of falling; and
 - 1.1.13.3 a rescue plan and procedures;
- 1.1.14 **“Health and Safety Representative/ H & S Representative”** means a person designated in terms of section 17 (1) of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);
- 1.1.15 **“Occupational Health and Safety Committee”** means a committee established under section 19, of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

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

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

2. RESPONSIBILITIES OF THE DEPARTMENT

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

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

3. GENERAL RESPONSIBILITY OF THE SERVICE PROVIDER/ CONTRACTOR

The Service Provider/ Contractor shall:

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

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

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

4.1 The Service Provider/Contractor warrants that it has familiarized itself with the working environment and that it agrees to the arrangements of this Annexure D and the OHS Plan and Master OHS File Specifications.

4.2 The Service Provider/Contractor acknowledges that this OHS Specifications constitutes an agreement in terms of section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the Work that are to be performed on the Premises and/or Site shall be the obligation of the Service Provider/ Contractor.

4.3 The Service Provider/Contractor undertakes to maintain all necessary compliance with the OHS Act and its Regulations. Without derogating from the generality of the above, nor from the provisions of the Agreement, the Service Provider/Contractor shall ensure that the clauses as hereunder described are at all times adhered to by itself and its Employees/Participants/ sub-contractors.

4.4 The Service Provider/Contractor hereby undertakes to ensure that the health and safety of any other person on the Premises and/or Site is not endangered by the conduct and/or activities of its Employees/Participants/ sub-contractors whilst they are on the Premises and/or Site.

4.5 Notwithstanding the above, the Service Provider/Contractor confirms that it is familiar with and will comply with the Department's Safety, Health, Environmental and Quality (SHEQ) Procedures and Standards.

4.6 The Work undertaken in terms of the Agreement by the Service Provider/Contractor will be carried out in conformity with all the relevant OHS Specifications, contained in this Annexure D and in strict compliance with:

4.6.1 all and/or any current OHS related legislation and any Regulations which may be promulgated under any such Act;

4.6.2 all and/or any existing or new OHS Municipal or Local or Statutory Authority laws, By-laws, regulations and or Notices and Proclamations;

4.6.3 all and/or any current OHS requirements of, or directives received from, any Governmental departments or bodies or Statutory Authorities charged with the administration and/or enforcement of any Acts of Parliament, Municipal or Local

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or Statutory Authority's Law, Bye Laws regulations and/or Notices and Proclamations;

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

5. OCCUPATIONAL HEALTH AND SAFETY PLAN AND FILE

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

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6. OVERALL SUPERVISION AND RESPONSIBILITY FOR OHS

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

7. APPOINTMENT OF RESPONSIBLE PERSON BY SERVICE PROVIDER/ CONTRACTOR

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

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**8. APPOINTMENT OF HEALTH AND SAFETY AND COVID – 19 COMPLIANCE
REPRESENTATIVE/S**

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

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

9. APPOINTMENT OF FIRST AIDER/S

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

10. FURTHER (SPECIFIC) SUPERVISION RESPONSIBILITIES FOR OHS

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

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11. SITE RULES AND OTHER RESTRICTIONS

11.1 Site OHS Rules

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

11.2 Substance Abuse

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

11.3 Security Arrangements

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

12. SECURITY AND ACCESS

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

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

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

13. DEMARCTION OF WORK AREAS

13.1 Work areas that pose a potential danger to people must be visibly or structurally cordoned off with neat barriers, fencing or purpose - made hazard tape or rope. The method used must be suitable and in direct proportion for the purpose, e.g. physical barriers or fences must be used to prevent people from falling into holes.

13.2 Clearly visible Safety Signs shall be installed by the Service Provider/ Contractor to alert third parties entering the Work area of any dangers / hazards that exists in such a Work area. These signs shall comply with the South African National Safety Standards and shall be appropriate for the type of Work performed in the Work area.

14. APPOINTMENTS AND TRAINING

14.1 The Service Provider/Contractor shall appoint competent persons as envisaged in section 16(2) of the OHS Act. These appointees must be trained on all OHS matters, and the OHS Act provisions that apply to the Work that is to be performed under their responsibility. Copies of any appointments made by the Service Provider/ Contractor in terms of section 16(2) of the OHS Act shall be made available to the Department upon its request.

14.2 The Service Provider/Contractor shall ensure that he has familiarized himself with the hazards associated with the Work being carried out on the Premises and/or Sites. The Service Provider/ Contractor shall further ensure that the Employees/Participants are trained on the health and safety aspects relating to the Work and that they understand the hazards associated with such Work being carried out on the Premises and/or Sites. Without derogating from the afore-going, the Service Provider/Contractor shall, in particular, ensure that all its users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

14.3 The Service Provider/Contractor shall avail its Employees/Participants to training programmes offered by the Department for occupational competency and personal development purposes as and when required by the Department.

14.4 Notwithstanding the provisions of the above, the Service Provider/Contractor shall ensure that he, his appointed Responsible Persons and Employees/Participants are at all times familiar with the provisions of the OHS Act, this Specifications as well as the Department's SHEQ Procedures (Training, Competency and Awareness) and that they comply with the provisions thereof.

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

15. SUPERVISION, DISCIPLINE AND REPORTING

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

16. ACCESS TO THE OHS ACT

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

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17. CO-OPERATION

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

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

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

19. OCCUPATIONAL HEALTH AND SAFETY MEETINGS

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

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

Agenda:

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

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20. COMMUNICATION AND LIAISON

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

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

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

22. MEDICAL EXAMINATIONS AND OCCUPATIONAL HEALTH AND HYGIENE

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

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

23. INCIDENT REPORTING AND INVESTIGATION

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

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hospital or clinic. (see Regulation 9 of the General Administrative Regulations, 2003, published under Government Gazette Notice R929 of 25 June 2003).

- 23.6 The Service Provider/ Contractor is responsible for the investigation of all road traffic accidents relating to the operations and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- 23.7 The Service Provider/ Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) of less than 0.5 and report on this to the Department on its behalf on a monthly basis.

24. FIRE PRECAUTIONS AND FACILITIES

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

25. HYGIENE AND CLEANLINESS

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

26. ENVIRONMENT

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

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

26.3.1 General environmental rules:

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

26.3.2. General

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

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

27. PERSONAL PROTECTIVE EQUIPMENT

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

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

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

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CONTRACTOR AGREEMENT**

27.3.14 The Service Provider/Contractor must ensure that fall arrest and fall prevention equipment shall be used to secure workers involved with high altitude work or when working at elevated heights (2 meters) and where falling from such heights is not protected by any other means. Where required, the Service Provider/ Contractor must ensure that a documented fall protection plan must be in place, kept on Site and implemented; and

27.3.15 The Service Provider/Contractor must ensure that the wearing of loose over-clothes, sandals and/or shorts on Site/ Premises is prohibited.

27.3.16 In addition to the existing prescribed PPE requirements for each task, the Employees/ Participants must be issued with the following PPE with respect to COVID – 19 requirements by the Service Provider/Contractor:

- I. a face mask [3 (three) material layer washable face masks - an issue of a minimum of 2 (two) masks per Employee/ Participant];
- II. a pair of working leather gloves; and
- III. a face shield [an issue of a minimum of 2 (two) face shields per Employee/ Participant].

28. TRANSPORT, PLANT, MACHINERY AND EQUIPMENT

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

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

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
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Participants on a Site/Premises are maintained in a good, safe working order and suitable for the work to be performed and all personnel handling and/or operating same as adequately and appropriately trained to do so.

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

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
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CONTRACTOR AGREEMENT**

93 of 1996, as well as the Department's SHEQ Procedures and Standards (Vehicles and trailers & Hazardous Chemical Agent) are complied with at all times.

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

29. EMERGENCY PREPAREDNESS AND RESPONSE

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

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

30. ARRANGEMENTS FOR MONITORING AND REVIEW

30.1 Audits and inspections by the Department or its Agent on its behalf.

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

30.2 Reports

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

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DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

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

30.3 Review

30.3.1 The Service Provider/Contractor must review the Hazard Identification and Risk Assessments and Safe Work Processes/Procedures at each Operational Planning and Progress Report meeting as:

- i. the Works develops and progresses; and
- ii. each time changes are made to the designs, plans, work methods and processes.

30.3.2 The Service Provider/Contractor must provide the Department or the Department's Agent acting on its behalf, Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in paragraph 30.3.1(ii) above.

31. CLARIFICATION

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



ENVIRONMENTAL PROTECTION &
INFRASTRUCTURE PROGRAMMES

CORPORATE IDENTITY BRANDING GUIDELINES



ENVIRONMENTAL PROTECTION &
INFRASTRUCTURE PROGRAMMES

Herewith the branding manual of the Environmental Protection & Infrastructure Programmes, designed and laid out in accordance with the Government, EPWP and Department of Environmental Affairs branding manuals.

CORPORATE IDENTITY BRANDING GUIDELINES

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LOGO CONSTRUCTION AND APPLICATION

EPIP LOGO CONSTRUCTION

The Petals

The 3 petals represent the Soil (Brown), Vegetation (Green) and Water (Blue), which represent the mandate of the Department for which the programme stand for.

Hands

The hands symbolise 1. Care for the environment, 2. Provision of opportunities (Skills Development, Job creation & SMME Development) through environmental interventions (projects)



**ENVIRONMENTAL PROTECTION &
INFRASTRUCTURE PROGRAMMES**

LOGO CONSTRUCTION AND APPLICATION

MONOTONE LOGO

The EPIP logo may be represented in black or white reflected out of any solid colour background.

It should always be positioned top left or center of the document covers or electronic media, the DEA (Department of Environmental Affairs) logo should always be positioned at the bottom left, also on a white background as per GCIS manual.

One solid signature should only be placed on a solid background, preferable in white or black. This will apply primarily on signage and corporate gifts. Please avoid placing logos on textures or patterned background.

The reverse version should only be placed on 100% black to 30% black backgrounds, excluding promotional elements where it may also be embossed.



Black reversed out of white



White reversed out of black

LOGO CONSTRUCTION AND APPLICATION

COLOUR SPECIFICATIONS

PRIMARY COLOUR

Green is the primary colour



100c, 14m, 100y, 41k

R0, G101, B50

PANTONE 356C

NOTE:

The EPIP logo may only be used over a white background. It should always be positioned top left or center of the document covers or electronic media, the DEA (Department of Environmental Affairs) logo should always be positioned at the bottom left, also on a white background as per GCIS manual.

TERTIARY COLOURS

These consist of the remaining colours of the EPIP logo



28c, 67m, 100y, 17k

R162, G92, B11

PANTONE 7512C



0c, 0m, 0y, 0k

R255, G255, B255



98c, 77m, 6y, 0k

R32, G67, B148

PANTONE 661C

LOGO CONSTRUCTION AND APPLICATION

TYPOGRAPHY

The main logo is in 'Placard Condensed', a clear font found in both Windows and Mac platforms. The font must be used in all document titles, the body text can be Arial or Trebuchet font styles.

Typically A4 documents need to use 12pt size, unless necessary a variation of 10% up or down is recommended. A5 can use 10pt, A6 8pt.

Primary descriptor

Century Gothic Bold

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z
1 2 3 4 5 6 7 8 9 0 ! ? % & *

Century Gothic Regular

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z
1 2 3 4 5 6 7 8 9 0 ! ? % & *

COMPLIMENTARY SLIP

Printing Specifications

Paper size: 210mm x 99mm (DL)
Stock: Cartridge 100-115gms
Stock colour: White
Screen: 133
Colours: Full colour

Complimentary Slips are printed on the same paper as the letterhead. Complimentary slips are specifically used for delivery scribes or rough notes by hand to external customers, the slips may be used for internal communications as well. The notes generated in this form must always take note of the Department and EPIP's representativity, it is therefore as important as it is to the letterhead to keep the slips in a secure location.

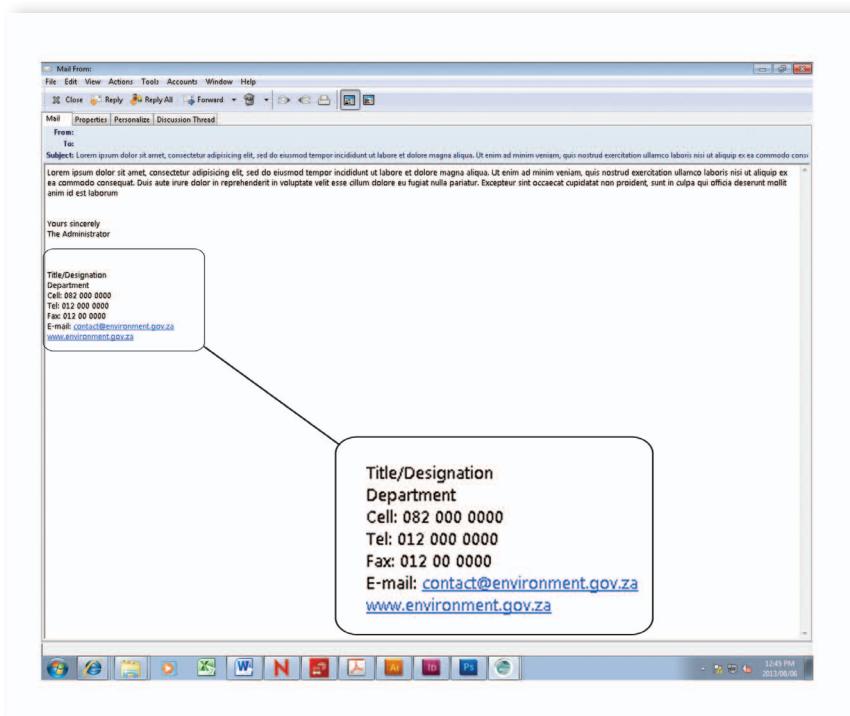


STATIONERY

EMAIL SIGNATURE

Email Footer To protect the EPIP / DEA, every email sent out must bear a footer which includes an email disclaimer. The disclaimer legally protects the EPIP / DEA against malicious use of words by the email sender by disengaging the views of the sender from those of the organisation.

The protection extends to viral infections caused by an email or attachment from the EPIP / DEA. A network administrator and / or IT support must be consulted to implement the email footer and how to configure a vacation responder. The footer may be programmed to include hyperlinks.



LOGO AND PROJECT IDENTIFICATION

The branding guidelines in this manual are to be strictly adhered to, on all of the garments, publications, branding and promotional items.

All branding material produced by Implementers must be signed off by the

DEA Director of Corporate Communication, or a delegated official of Corporate Communication.

Email: communications@environment.gov.za to obtain sign-off.

Sign board



MEDIA APPLICATIONS

POSTERS

Posters come in different sizes ranging from A4, A3, A2, A1 and A0. The logo placement must be 1/8th of the poster

height. Officially accredited EPIP pictures are used. These pictures may be edited.

GREENING AND OPEN SPACE MANAGEMENT

STRATEGIC OBJECTIVES

- Restoration, enhancing and rehabilitation of open spaces
- Maximize measures towards pollution mitigation
- Improve climate change adaptation through minimization of biodiversity loss
- Encourage use of greener technologies to mitigate against environmental degradation

call centre: 086 111 2468
website: www.environment.gov.za



environmental affairs
Department:
Environmental Affairs
REPUBLIC OF SOUTH AFRICA



ENVIRONMENTAL PROTECTION &
INFRASTRUCTURE PROGRAMME



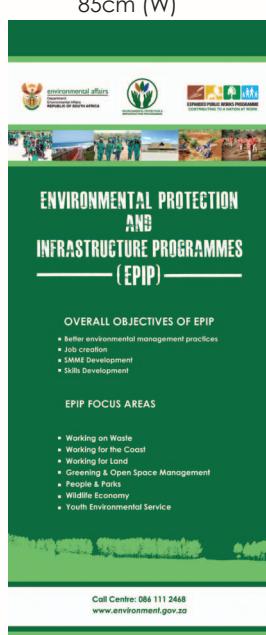
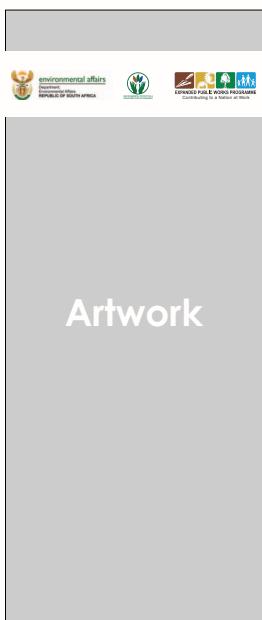
EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTING TO A NATION AT WORK

MEDIA APPLICATIONS

BANNERS

Pull Up (850 x 1850) Wall Banner (4x3m) The EPIP can use any banner type and style, of which there are multitudes, however, the basic design principle of the artwork shall always apply. To illustrate this principle, if a single banner e.g. a pull up is used, it is ideal to pick a theme, say 'Job Creation' then the entire banner design revolves around 'Job creation'.

To complete the EPIP using pull up or roll up banners, 3 will have to be done in order to complete EPIP's mandate. A wall banner, preferably 4 x 3m, can be used to provide a complete view of the EPIP. The banner may be printed on fabric [internal use only] or canvas [internal & exterior use]. All other types, teardrop, Aframes, etc... are to be designed around the single theme concept.

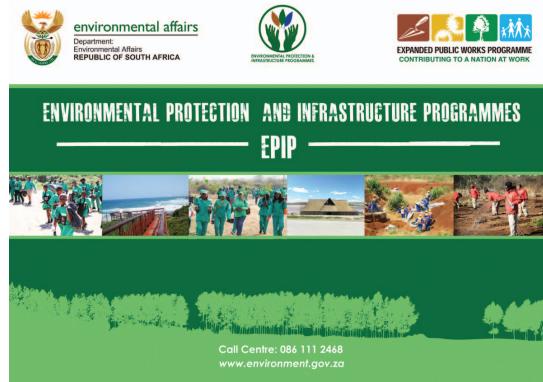


Pull Up Banner

MEDIA APPLICATIONS

BANNERS

300cm W x 225cm H



Wall Banner

200cm W x 90cm H

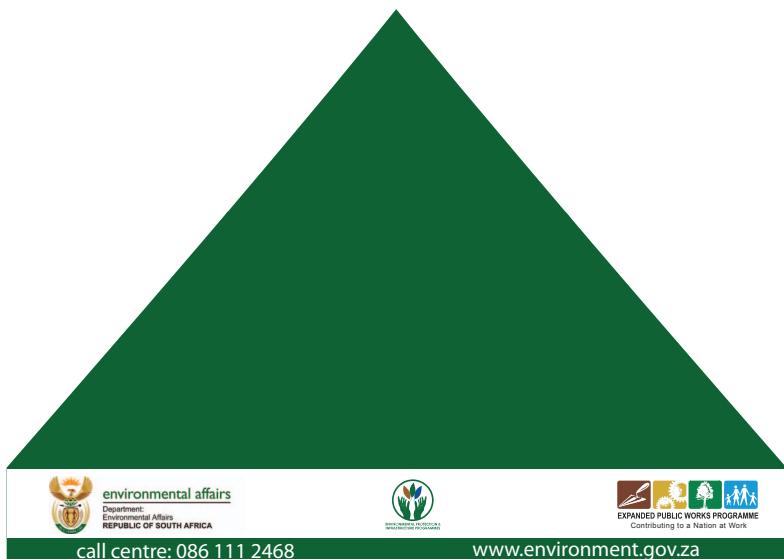


Pop-up Banner

MEDIA APPLICATIONS

GAZEBO

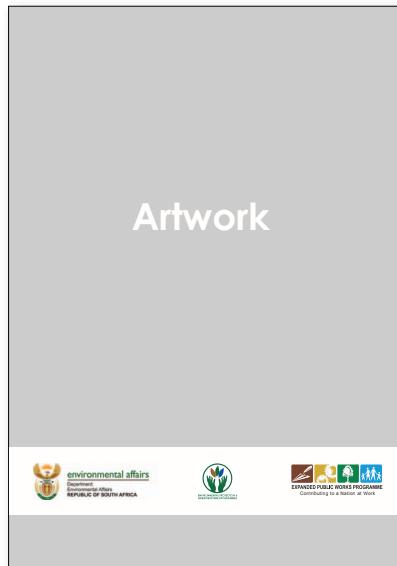
300 cm X 300cm



MEDIA APPLICATIONS

BROCHURES

Portrait Brochure



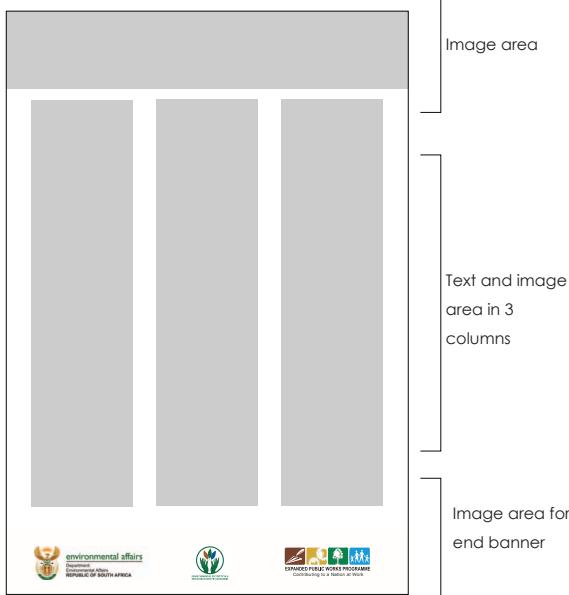
Landscape Brochure



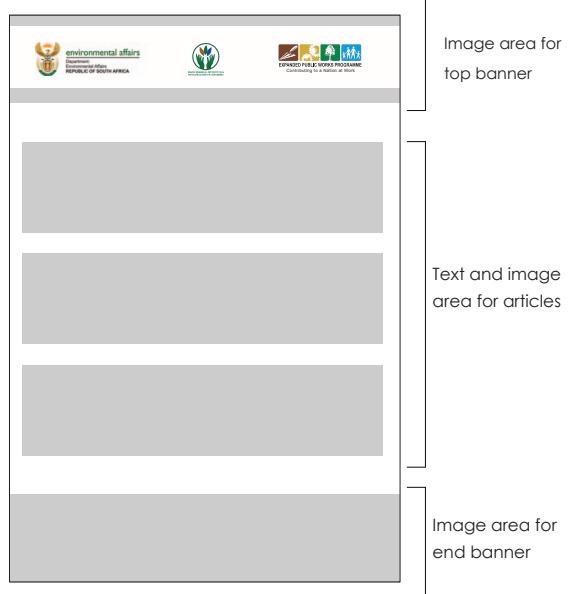
MEDIA APPLICATIONS

NEWSLETTERS

Printed Newsletter



Electronic Newsletter



MEDIA APPLICATIONS

WEBSITE

The EPIP website must be designed on a CMS, Content Management System platform. The CMS is a non-static website that allows the website administrator to alter and update content accordingly. Fundamental features of the website include a dynamic link to social networking sites and video portals, enrolment to the electronic

The site is designed in a simple and basic manner to allow web browsers to easily access information, however, the EPIP may adopt any other design that upholds similar theme and look & feel.

environmental affairs
Department
REPUBLIC OF SOUTH AFRICA

ENVIRONMENTAL PROTECTION & INFRASTRUCTURE PROGRAMMES

About SRP | Programmes | Organogram | Documents | Events Upcoming | Contact Us | [Gallery](#)

Welcome to the online home of the SRP...

The Social Responsibility Programme (SRP) was established in 1999 as Poverty Relief Programme of the then Department of Environmental Affairs and Tourism. A Poverty Alleviation programme, the programme's mandate was to contribute towards alleviation of poverty while empowering beneficiaries to participate in the mainstream economy in a manner that addresses the core responsibilities of the Department. In 2004, the programme was reorganized and strengthened in line with the paradigm shift in government's approach to poverty alleviation. Following this restructuring of departments in 2010, the Department of Environmental Affairs (DEA) separated with Department of Tourism. The Department of Environmental Affairs reconfirmed its commitment to continue with its mandate to fight poverty through this Programme while remaining relevant to the mandate of the Department. The main goal of the programme is to alleviate poverty through a number of interventions that are implemented in communities to uplift households especially those headed by women. The following are objectives of the programme in line with this goal:

- job creation,
- skills development,
- development of SMMEs

As part of the programme's strategy, in addressing the broader goal of poverty alleviation, the programme targets certain categories of people, specifically, the previously disadvantaged, i.e. women, youth and people with disabilities. The programme also targets the poor through direct program funding in the development of nodes as specified under the Urban Renewal Program and the Integrated Sustainable Rural Development Program. As a way of advancing the mandate of the Department at local level, the programme also provides capacity to various municipalities

KZN COMMUNITY PROJECTS

Call for entries open
20 - 30 August, 2011

[Click here to submit](#)

mmokuela@srp.co.za

EXPANDED PUBLIC WORKS PROGRAMME

DEA Partners with Canon to fight poverty

transport Department releases accident reports

DEA completes a DVD for its successes

DVD

Blood science deepens its myth of CD4 counts

DEA building initiatives attract foreign investment

DEA News Editor Mark Brey
brysm@srpco.co.za

Social Responsibility Programme (SRP) | About SRP | Programmes | Organogram | Documents | Events Upcoming | Contact Us | [Gallery](#) | [Terms & Conditions](#) | [Website Design by Sustained Media](#)

UMBRELLAS

Solid green, blue, black or brown umbrellas must be used, of any design. The colour of the umbrella must resemble as close as possible the pantone equivalence.

A solid white logo must therefore be used on 2 opposite panels. Informative text is not recommended in this instance.



CORPORATE CLOTHING

HEAD GEAR

Head gear may be caps, sun hats or berets, the simple branding principle of solid colour by either white or black one colour logo always applies. This form of branding enhances visibility. An orange colour headgear may also be used, the orange is closely extracted from the coat

of arms and is to be used in outdoor activity where easy identification or spotting may be necessary e.g. working at a thick forest, using inmates, etc... The EPIP logo is embroidered onto the headgear's fabric.



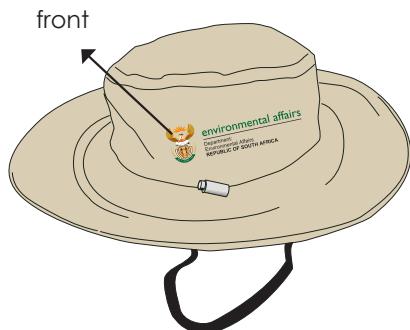
front



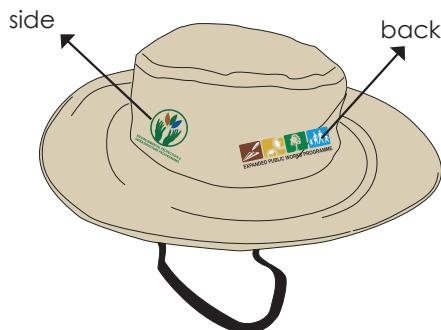
side



back



front



side

back

CLOTHING BRANDING GUIDELINES

The EPIPT T-shirts will range from round necks to golf shirts, depending on use, quantity and recipients. Solid colours of Green may be used with the appropriate logos in full colour. The logo must be silk screened onto the front of the shirt. If necessary, a message may also be incorporated at the back of the shirt beneath the EPWP lettering. This use is recommended for round necks only. Corporate golf shirts and formal shirts

must have the full colour logo embroidered onto the left breast or pocket. The EPIP jackets will adopt this style of branding as well. Embroidery logo size will be recommended or determined by the embroidery. Logos which are sewn on as a patch are not recommended due to the wear and tear. Good quality T-shirt material is recommended, eg a minimum of 180g/m. T-shirts may be white, green or yellow.

wearer's right

wearer's left



CORPORATE CLOTHING

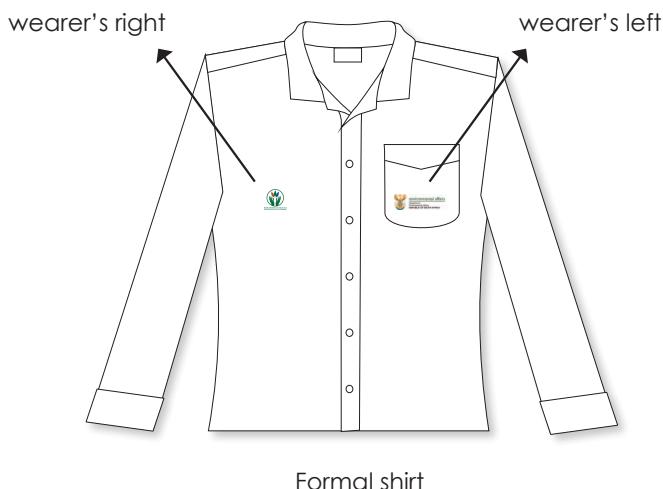
CLOTHING BRANDING GUIDELINES

Golf shirts



CORPORATE CLOTHING

CLOTHING BRANDING GUIDELINES



CORPORATE CLOTHING

PROJECT PROTECTIVE CLOTHING

All projects should comply with the requirements applicable for protective clothing. The colour of the protective clothing MUST be GREEN. Hard hats may be green, white or yellow. Logos MUST be used as illustrated below. The logos may be full colour or white, and, in the event the colours are clashing and

being absorbed by the solid overall colour, the full colour system may be implemented using badges, i.e. the logo is printed on a solid white back cloth/background and then sewn/paste onto the overall. Same guidelines apply in case of any project-related clothing branding (e.g. shirts, T - shirts, etc...)

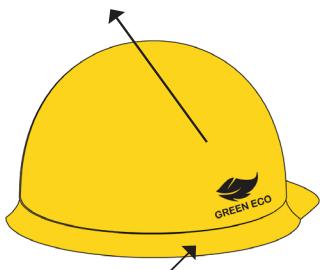


PROJECT PROTECTIVE CLOTHING - HARD HATS

front



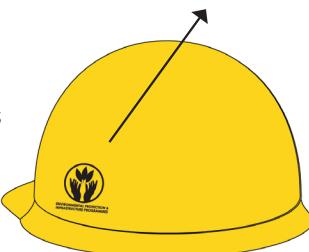
wearer's right



implementers logo

sides

wearer's left



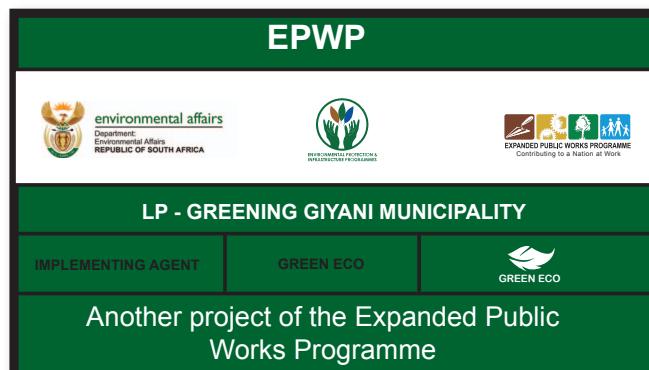
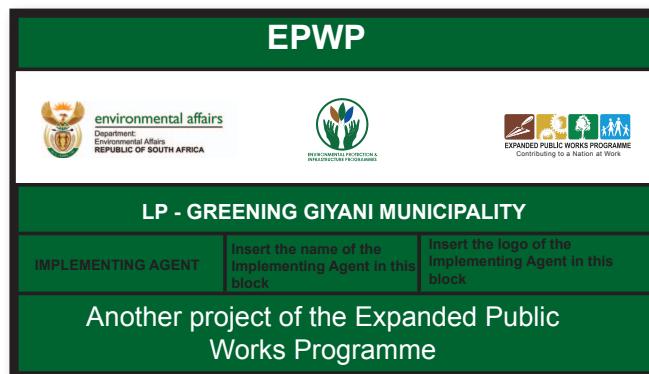
back

SIGNAGE

SIGN BOARDS

All projects sites must be branded accordingly as per the prescribed guidelines illustrated below. The background colour for the sign boards must be GREEN. These are prescribed standards and

deviation should be sought from the responsible Provincial Project Manager. **NB. Note that the size of the Logo of the Implementing Agent CANNOT be bigger than that of the Department, EPIP & EPWP.**



Notes

EPIP Help: (012) 310 3426

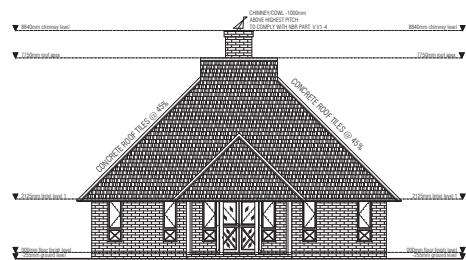
Fax: (012) 320 754

Call centre: 086 111 2448

Postal Address

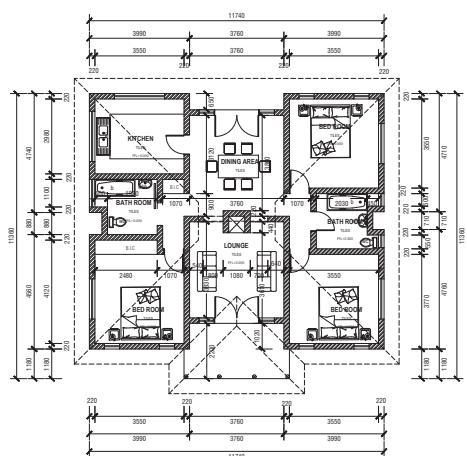
Private Bag X447

Pretoria, 0001



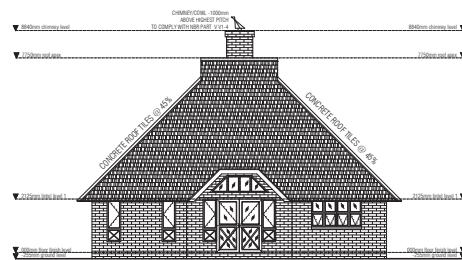
FRONT ELEVATION

Scale 1:100



EXISTING GROUND FLOOR PLAN

Scale 1:100 124m²

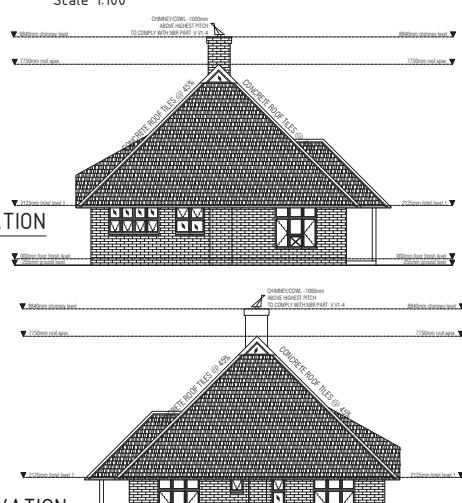


BACK ELEVATION

Scale 1:100

SIDE ELEVATION

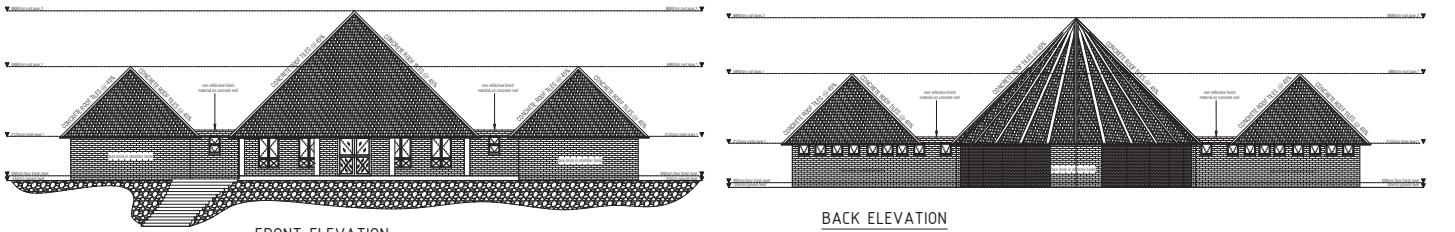
Scale 1:100



SIDE ELEVATION

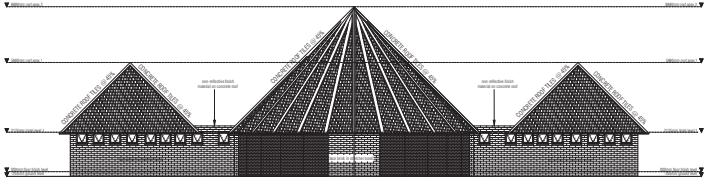
Scale 1:100

| DRAWN BY | | DESIGNED BY | CONSULTANT | RECOMMENDED | CLIENT | SCALE | PROJECT TITLE | TYPE OF PLANNING | |
|----------|-----------|-------------|------------|-------------|--------|----------|---------------|------------------|--|
| DATE: | REVISION: | DATE: | DATE: | DATE: | DATE: | AS SHOWN | PROJECT TITLE | SHEET 1 OF 1 | |
| DATE: | REVISION: | DATE: | DATE: | DATE: | DATE: | REVISION | DRAWING TITLE | DRAWING No. | |
| DATE: | REVISION: | DATE: | DATE: | DATE: | DATE: | | | | |



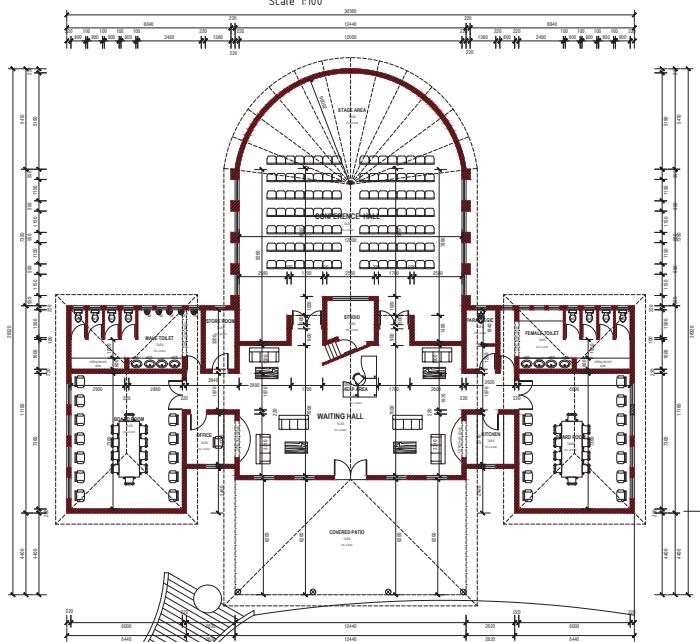
FRONT ELEVATION

Scale 1:100



BACK ELEVATION

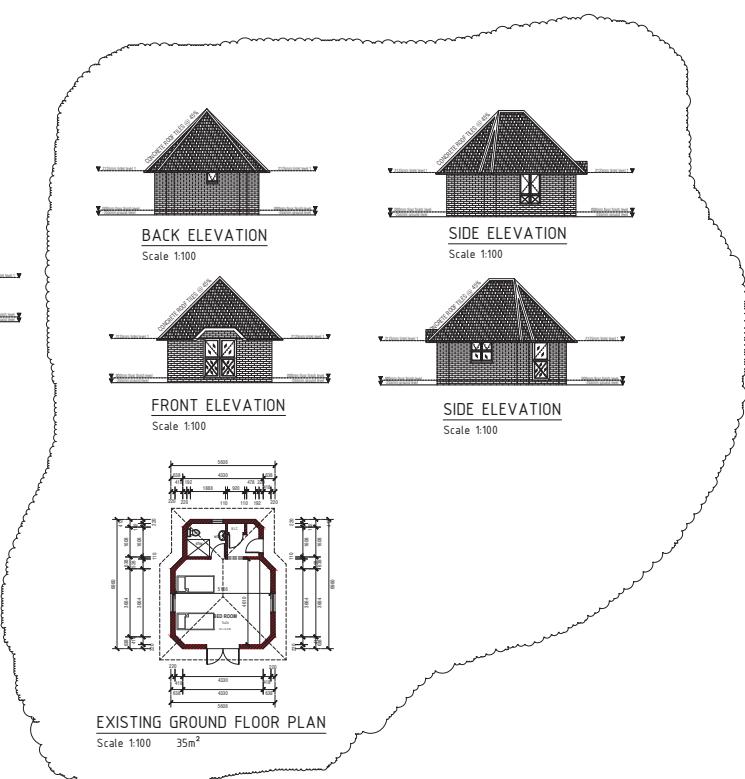
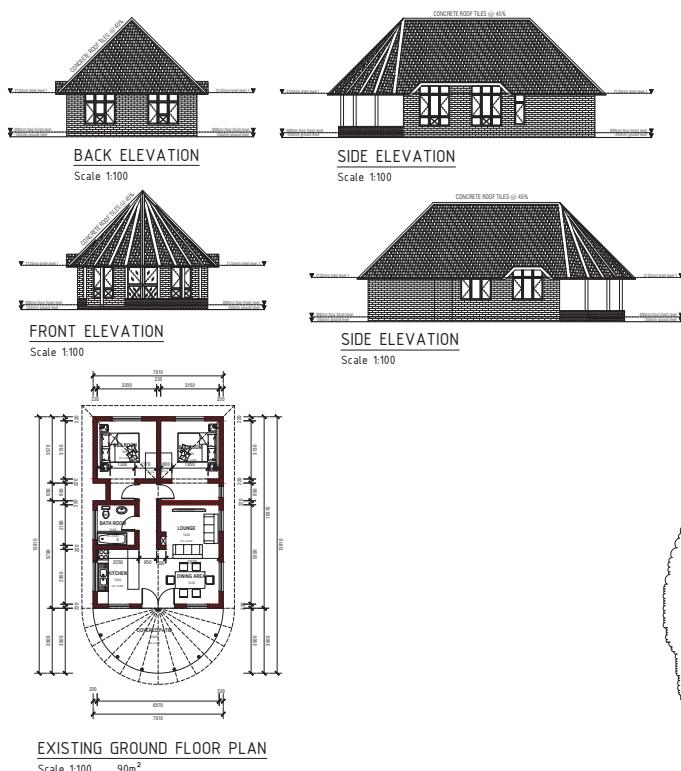
Scale 1:100



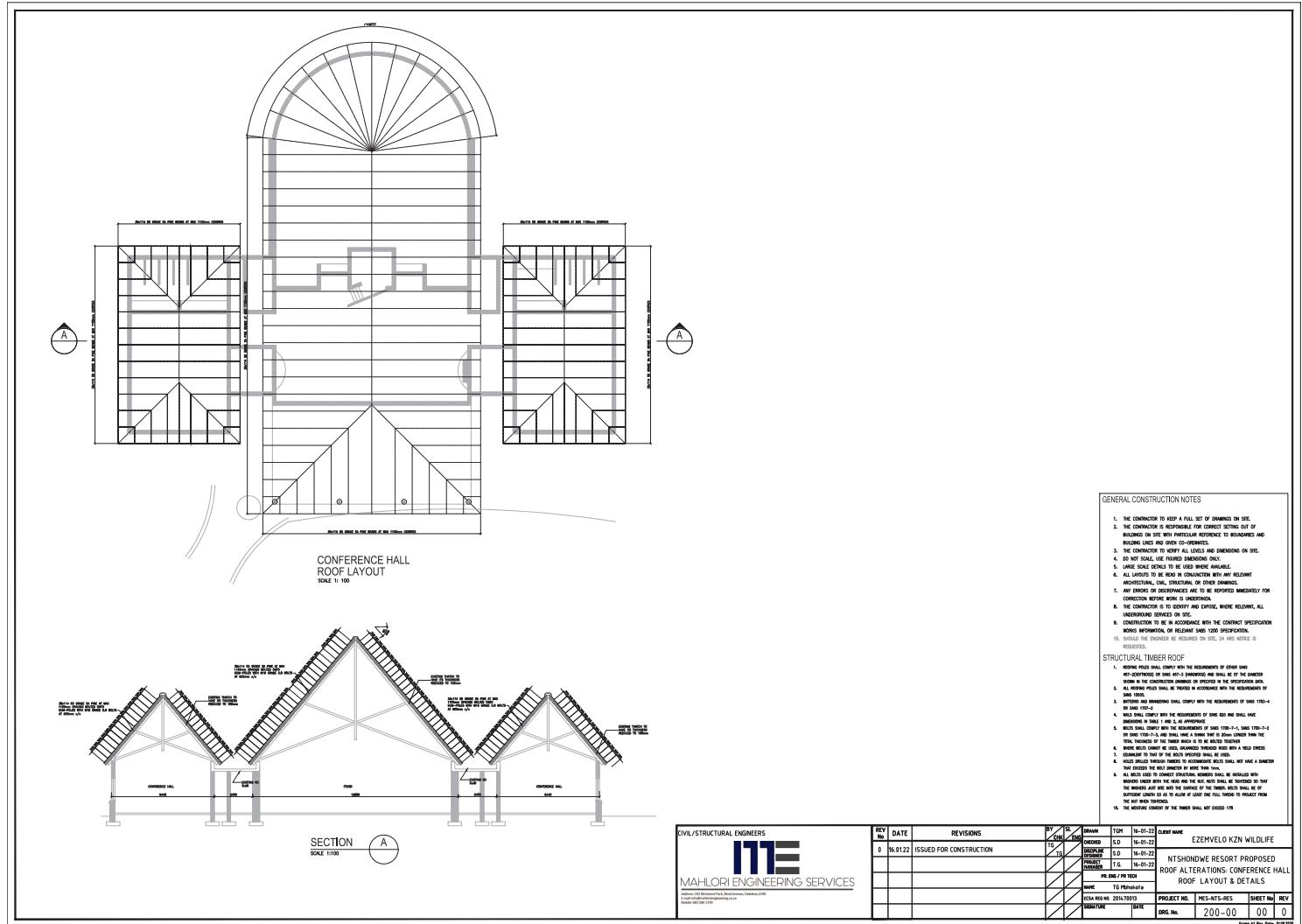
EXISTING GROUND FLOOR PLAN

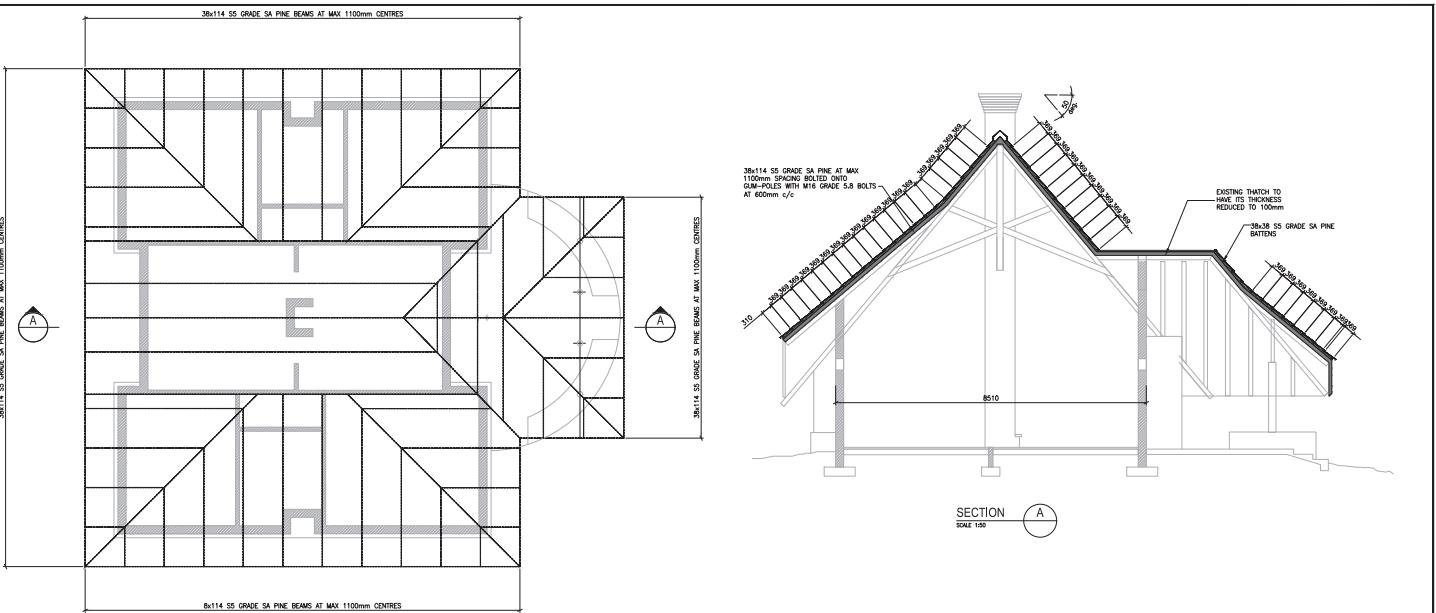
Scale 1:100 528m²





| DESIGNED BY | | CONSULTANT | | RECOMMENDED | | CLIENT | | SCALE | | TYPE OF PLANNING | |
|--------------------|------------------------|----------------------|-----------------------|-----------------------|------------------|------------------|-------------|----------|---------------|------------------|--|
| DESIGNER SIGNATURE | DESIGNER NAME | CONSULTANT SIGNATURE | CONSULTANT NAME | RECOMMENDED SIGNATURE | RECOMMENDED NAME | CLIENT SIGNATURE | CLIENT NAME | AS SHOWN | PROJECT TITLE | SHEET 1 OF 1 | |
| DR. A.M. | BY CONSULTING ENGINEER | DR. A.M. | BY HEAD OF DEPARTMENT | DR. A.M. | DR. A.M. | DR. A.M. | DR. A.M. | REVISION | DRAWING TITLE | DRAWING No. | |
| DATE | REVISION | REVISION | REVISION | REVISION | REVISION | REVISION | REVISION | REVISION | REVISION | REVISION | |





TYPE 6: THREE -BED CHALET
ROOF LAYOUT

SCALE 1:50

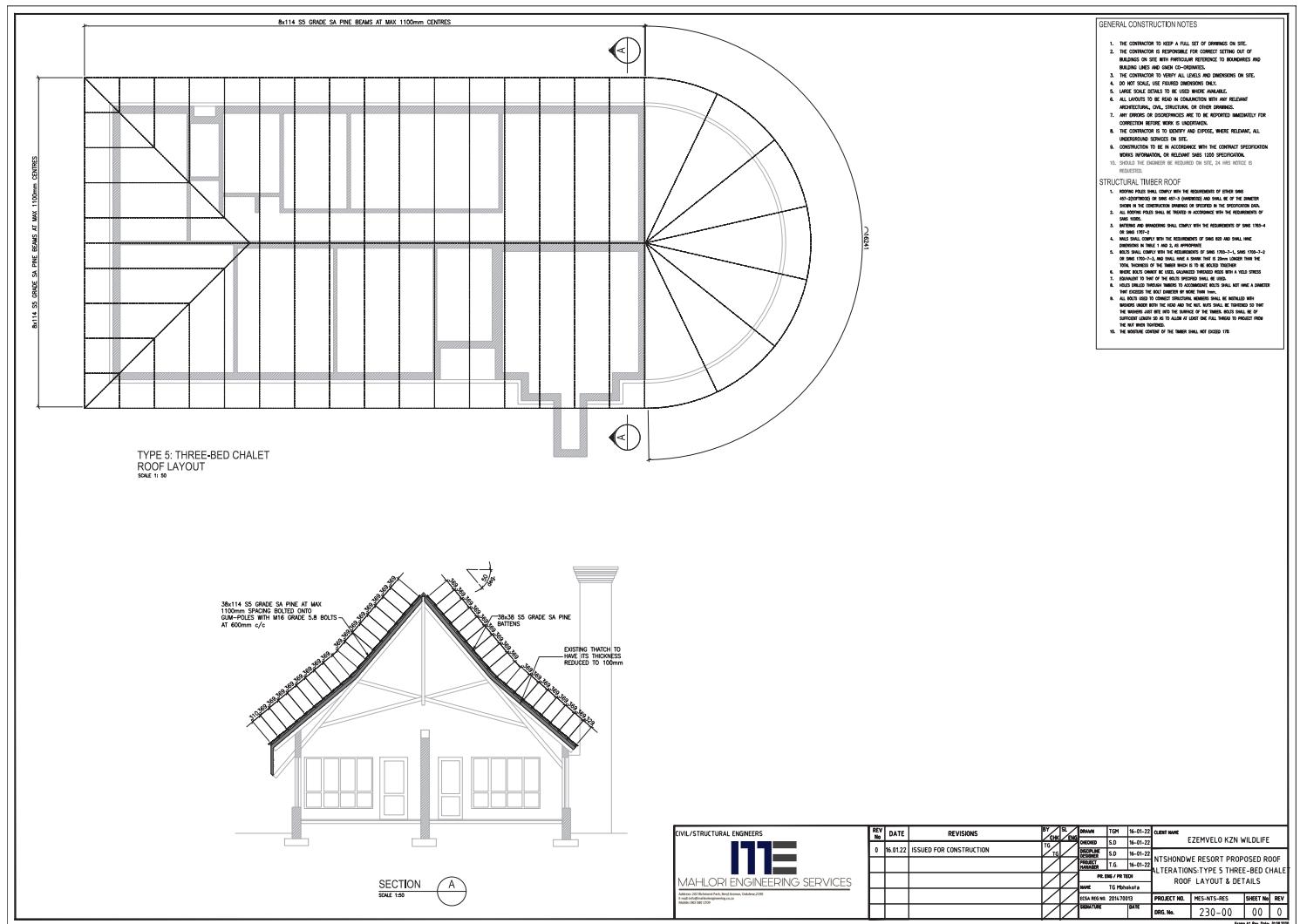
GENERAL CONSTRUCTION NOTES

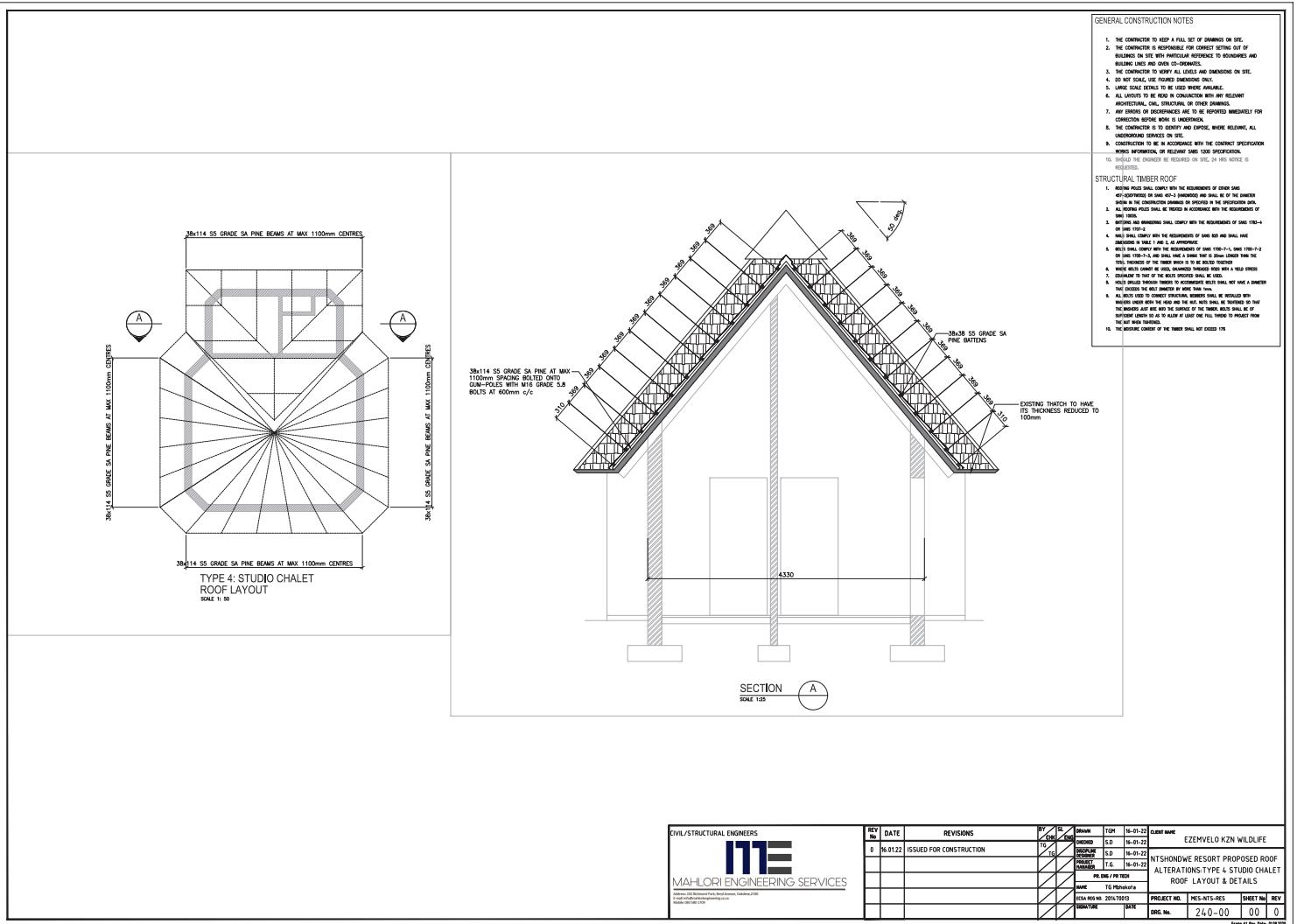
1. THE CONTRACTOR TO PROVIDE A FULL SET OF DRAWINGS ON SITE.
 2. THE CONTRACTOR IS RESPONSIBLE FOR CORRECT SETTING OUT OF BUILDINGS ON SITE WITH PARTICULAR REFERENCE TO BOUNDARIES AND BUILDING LINES AND GATES OR CROWNS.
 3. THE CONTRACTOR IS RESPONSIBLE FOR ALL SET OUT AND DIMENSIONS ON SITE.
 4. NO SCALE IS REQUIRED FOR DRAWINGS ONLY.
 5. LARGE SCALE DETAILS TO BE USED WHERE AVAILABLE.
 6. ALL LABOUR TO BE USED IN CONJUNCTION WITH ANY RELEVANT ARCHITECTURAL, CIVIL, STRUCTURAL OR OTHER DRAWINGS.
 7. ANY ERRORS OR DEFECTS SHOULD BE REPORTED IMMEDIATELY FOR CORRECTION BEFORE WORK IS UNDERTAKEN.
 8. THE CONTRACTOR IS RESPONSIBLE FOR SET OUT AND EXPOSURE, WHERE RELEVANT, ALL UNDERGROUND SERVICES ON SITE.
 9. CONSTRUCTION TO BE IN ACCORDANCE WITH THE CONTRACT SPECIFICATION WORKS INSTRUCTION, OR RELEVANT S1000 SPECIFICATION.
 10. SHOULD THE ENGINEER BE REQUIRED ON SITE, 24 HOURS NOTICE IS

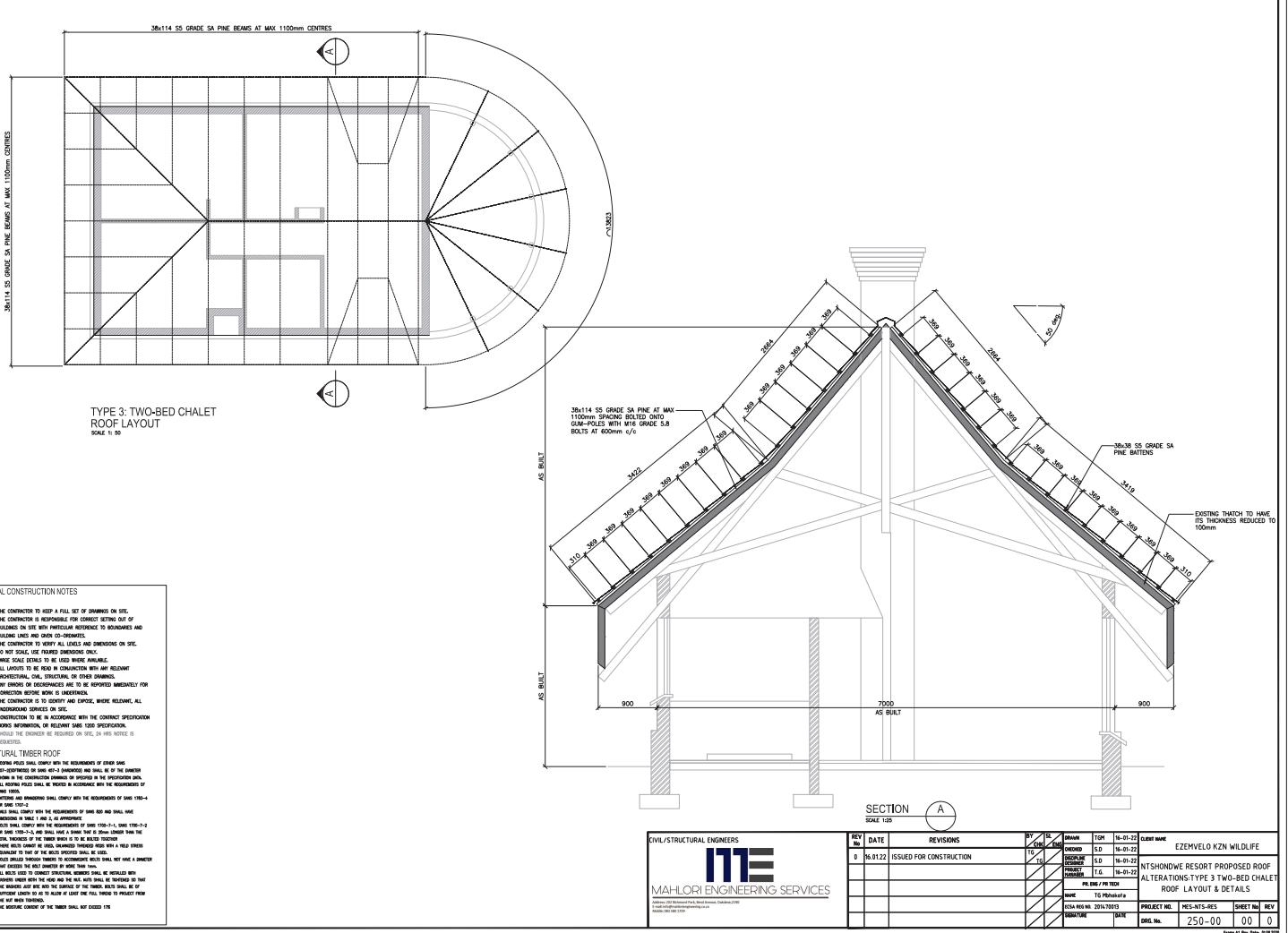
REQUESTED.
STRUCTURAL TIMBER ROOF

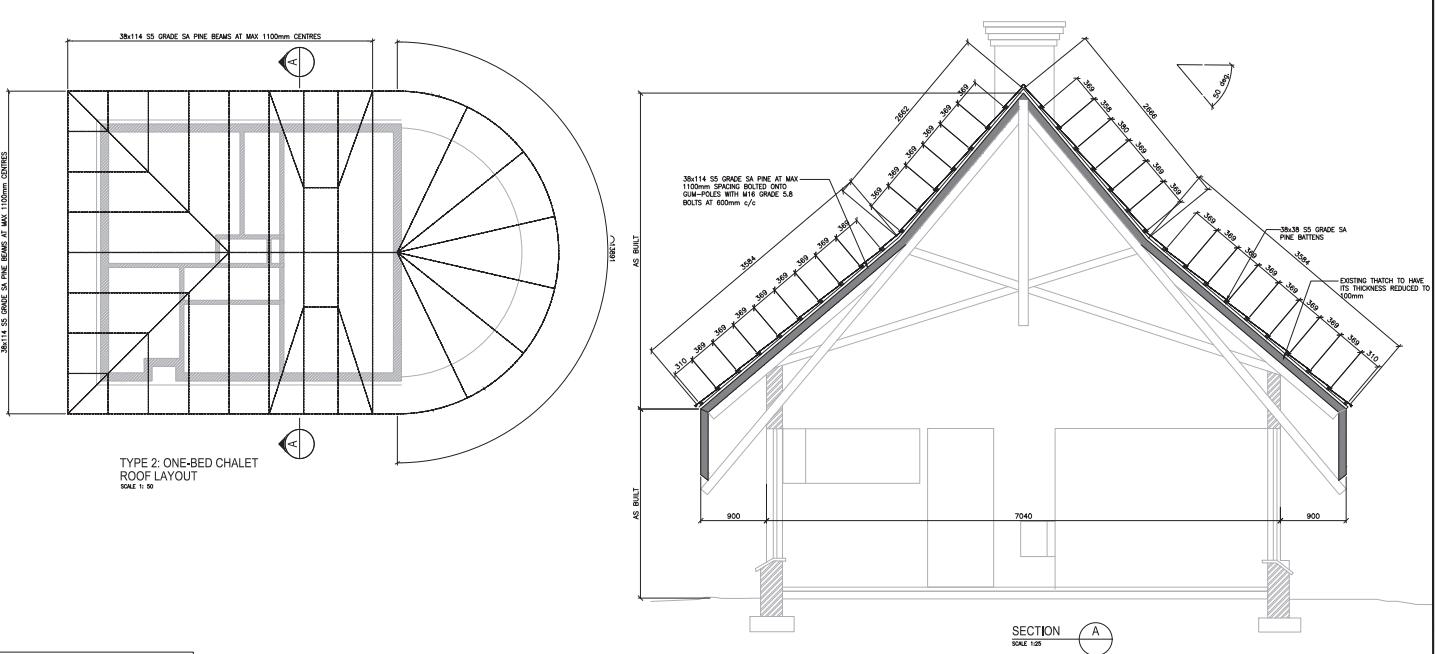
CIVIL/STRUCTURAL ENGINEERS
ME
MAHLOR ENGINEERING SERVICES

| REV | DATE | REVISIONS | B | SL | NAME | TOH | 06-01-22 | CLIENT NAME |
|-----|----------|-------------------------|----|----|---------|-----|----------|-----------------------|
| 0 | 06.01.22 | ISSUED FOR CONSTRUCTION | 15 | 15 | CHANGED | SD | 06-01-22 | EZEMVELO KZN WILDLIFE |







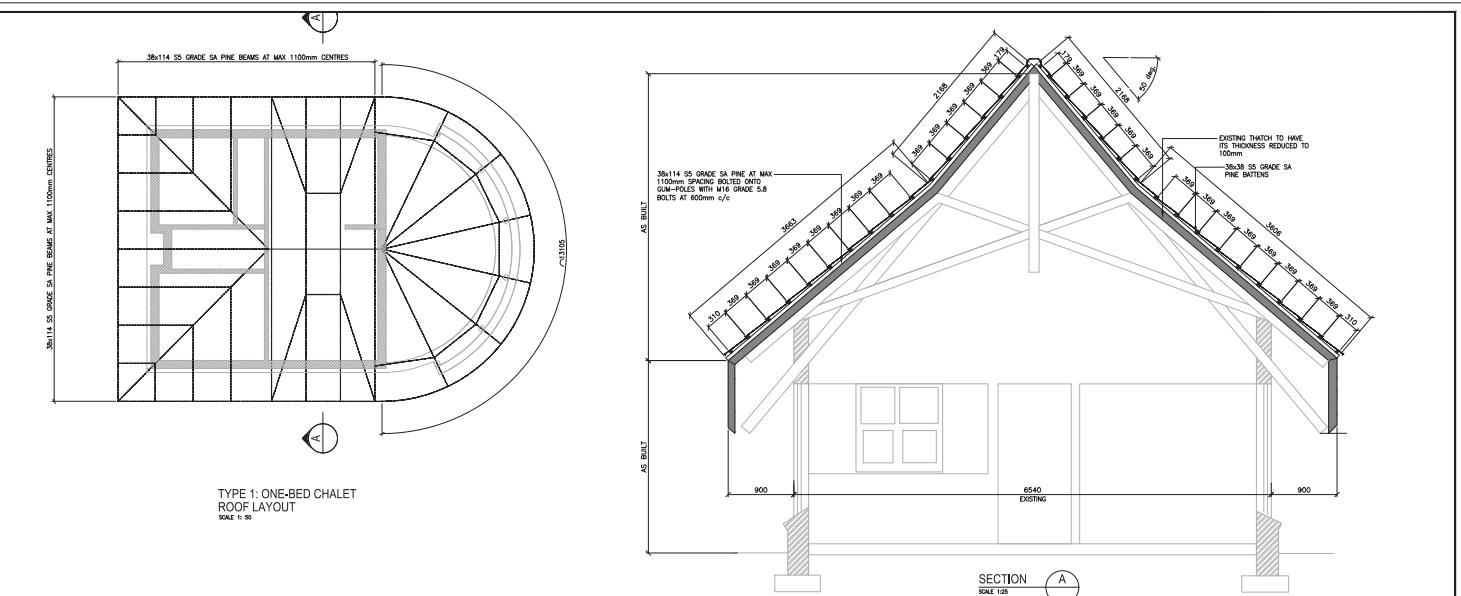


GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR IS TO KEEP A FULL SET OF DRAWINGS ON SITE.
 2. THE CONTRACTOR IS RESPONSIBLE FOR CORRECT SETTING OUT OF BUILDINGS ON SITE AND PRACTICAL REFERENCE TO BOUNDARIES AND EXISTING CONSTRUCTION AND SERVICES ON SITE.
 3. THE CONTRACTOR IS TO VERIFY ALL LEVELS AND DIMENSIONS ON SITE.
 4. DO NOT SCALE, USE FIGURED DIMENSIONS ONLY.
 5. LARGE SCALE DIMES TO BE USED WHERE AVAILABLE.
 6. ALL LAYOUTS TO BE READ IN CONJUNCTION WITH ANY RELEVANT ARCHITECTURAL, CIVIL, STRUCTURAL, OR OTHER DRAWINGS.
 7. ANY ERRORS OR DISCREPANCIES ARE TO BE REPORTED IMMEDIATELY FOR CORRECTION BY THE CONTRACTOR OR SUPERVISOR.
 8. THE CONTRACTOR IS TO EXCAVATE AND EXPOSE, WHERE RELEVANT, ALL UNDERGROUND SERVICES ON SITE.
 9. CONSTRUCTION IS TO BE IN ACCORDANCE WITH THE CONTRACT SPECIFICATION WORKS INFORMATION, OR RELATED S4500 SPECIFICATION.
 10. SHOULD THE ENGINEER BE REQUIRED ON SITE, 24 HOURS NOTICE IS

REQUESTED.
STRUCTURAL TIMBER BOOK





GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR TO MAINTAIN A FULL SET OF DRAWINGS ON SITE.
 2. THE CONTRACTOR IS RESPONSIBLE FOR CORRECT SETTING OUT OF BUILDINGS ON SITE WITH PARTICULAR REFERENCE TO BOUNDARIES AND BUILDING LINES AND GIVES OWN-ORIGINATES.
 3. THE CONTRACTOR TO MARK LEVELS AND DIMENSIONS ON SITE.
 4. THE CONTRACTOR TO USE FURNISHED DRAWINGS AS REFERENCE.
 5. LARGE SCALE DETAILS TO BE USED WHEREVER APPROPRIATE.
 6. ALL LABOURS TO BE READ IN CONJUNCTION WITH ANY RELEVANT ARCHITECTURAL, CIVIL, STRUCTURAL, OR OTHER DRAWINGS.
 7. ANY ERRORS OR DISCREPANCIES TO BE REPORTED IMMEDIATELY FOR CORRECTION AND NOT TO BE UNDERSTOOD.
 8. THE CONTRACTOR TO EXPOSE AND EXPOSE WHERE RELEVANT, ALL UNDERGROUND SERVICES ON SITE.
 9. CONSTRUCTION TO BE IN ACCORDANCE WITH THE CONTRACT SPECIFICATION WORKS INFORMATION, OR RELATED SBSS 1300 SPECIFICATION.
 10. SHOULD THE ENGINEER BE REQUIRED ON SITE, 24 HOURS NOTICE IS

STRUCTURAL TIMBER ROOF

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| CIVIL/STRUCTURAL ENGINEERS | | REV | | REVISIONS | | REV | | DRAWN | | TOD | | CLIENT NAME | | | |
| | | NO | DATE | | | NO | DATE | | | NO | DATE | | | EZEMELOW KZN WILDLIFE | |
| | | 0 | 16/01/22 | ISSUED FOR CONSTRUCTION | | 10 | 16-01-22 | CHECKED | | SD | 16-01-22 | REVIEWED | | NITHSHONDE RESORT PROPOSED ROOF | |
| | | | | | | 11 | 16-01-22 | REMOVED | | | | APPROVED | | ALTERATIONS TYPE 2 - ONE-BED CHALET | |
| | | | | | | 12 | 16-01-22 | RECALLED | | | | REISSUED | | ROOF LAYOUT & DETAILS | |
| | | | | | | 13 | 16-01-22 | RECALLED | | | | RECALLED | | | |
| | | | | | | 14 | 16-01-22 | RECALLED | | | | RECALLED | | | |
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