



FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

CONTRACT: DARD/RFT 03/2023

CONSTRUCTION FOR REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM-WALL AT GARIEP AQUACULTURE TECHNOLOGY DEMONSTRATION CENTER (ATDC), GARIEP DAM

**TENDER CLOSING DATE: TENDER DOCUMENT
24 November 2023**

Issued by:

Department of Agriculture and Rural Development
Glen Agricultural College
Chemistry Building 1st Floor
Gielie Joubert Street
Bloemfontein
9301

Prepared by:

Engineering and Facilities Management

Name of Tenderer:	Tender amount:



Table of Contents

PART T: TENDER	3
T1 Tendering Procedures	4
T1.1 Tender Notice and invitation to Tender	4
T1.2 Conditions of Tender	5
T1.3 Tender Data	6
T2 Returnable Documents	15
T2.1 List of Returnable Documents	16
T2.2 Returnable Schedules	18
PART C: CONTRACT	1
C1. Agreements and Contract Data	2
C1.1 Form of Offer and Acceptance	3
C1.2 Schedule of deviations	6
C1.3 Contract Data	7
C1.4 Form of Guarantee/Securities	11
C2. Pricing Data	15
C2.1 Pricing Instructions	16
C2.2 Activity/Work Schedule	18
C3. Scope of Services and Scope of Work	32

Annexures:

- A: Drawings
- B: Environmental
- C: Geotechnical

CONTRACT NO: DARD/RFT 03/2023

PART T: TENDER

T1 Tendering Procedures

Free State Department of Agriculture and Rural Development

CONTRACT: DARD/RFT 03/2023

CONSTRUCTION FOR REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM-WALL AT GARIEP AQUACULTURE TECHNOLOGY DEMONSTRATION CENTER (ATDC), GARIEP DAM

T1.1 Tender Notice and invitation to Tender

Free State Department of Agriculture and Rural Development invites tenders for CONSTRUCTION FOR REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM-WALL AT GARIEP AQUACULTURE TECHNOLOGY DEMONSTRATION CENTER (ATDC), GARIEP DAM. This project is in the province of the FREE STATE and in the district municipality of XHARIEP. The approximate duration of the project is 5 months.

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

Preferences will be given to tenderers with 51% or more ownership who are woman or youth and are from the Free State.

Only tenderers who meet the eligibility criteria as contained in the tender data are eligible to submit tenders.

The physical address for collection of tender documents is:

Free State Department of Agriculture and Rural Development
Room no. 149, Cashier's Office, ground floor, Administration Building, Gielie Joubert Street, Glen.

Documents may be collected during working hours – 9:00 – 15:30 Mondays to Fridays.

A non-refundable tender deposit of R427.00 payable in cash or EFT (proof of payment required) made out in favour of the Department is required on collection of bound hard copies of the tender documents (Banking details as indicated in the tender advertisement).

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

A compulsory clarification meeting will be held at the Gariep ATDC retention dam, Gariep dam on Friday 10 November 2023 at 12:30 hrs.

The closing time for receipt of tenders is 11:00 hrs on Friday 24 November 2023. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

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

Only original hard copies of the tenders received from the Department or down-loaded from e-tender website may be submitted together with the electronic copy of the BOQ in excel format on a flash drive.

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

Free State Department of Agriculture and Rural Development

CONTRACT: DARD/RFT 03/2023

CONSTRUCTION FOR REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM-WALL AT
GARIEP AQUACULTURE TECHNOLOGY DEMONSTRATION CENTER (ATDC), GARIEP DAM

T1.2 Conditions of Tender

Notes to tenderer:

1. The conditions of tender are the standard conditions of tender as contained in Annexure C of the CIDB STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS as per Government Notice No. 423 published in Government Gazette No. 42622 of 08 AUGUST 2019 and as amended from time to time. (see www.cidb.org.za).

<https://www.cidb.org.za/wp-content/uploads/2021/07/Standard-for-Uniformity-August-2019.pdf>

2. The standard conditions of tender 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 the tender data and the standard conditions of tender.

3. Each item of data given below is cross-referenced to the clause marked "C" in the above-mentioned Standard Conditions of Tender.

CONTRACT NO: DARD/RFT 03/2023

Free State Department of Agriculture and Rural Development

CONTRACT: DARD/RFT 03/2023

CONSTRUCTION FOR REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM-WALL AT GARIEP AQUACULTURE TECHNOLOGY DEMONSTRATION CENTER (ATDC), GARIEP DAM

T1.3 Tender Data

(Pink forms) Applicable conditions of tender and rules applying from tender invitation to tender award.

The Standard Conditions is the **standard conditions of tender as contained in Annexure C of the CIDB STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS** and the Employer's Special Conditions of Tender for Procurement 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/special conditions of tender.

Each item of data given below is cross-referenced to the clause marked "C" in the above-mentioned Standard Conditions of Tender and Special Conditions of Tender to which it mainly applies

Clause Number	Tender Data				
C.1	GENERAL				
C.1.1	Actions The Employer is: Free State Department of Agriculture and Rural Development. The Employer's <i>domicilium citandi et executandi</i> (permanent physical business address) is: <table border="1"><tr><td>POSTAL</td><td>DELIVERY</td></tr><tr><td>Private Bag X02, Bloemfontein, 9300</td><td>Gielie Joubert Street GLEN 9301</td></tr></table>	POSTAL	DELIVERY	Private Bag X02, Bloemfontein, 9300	Gielie Joubert Street GLEN 9301
POSTAL	DELIVERY				
Private Bag X02, Bloemfontein, 9300	Gielie Joubert Street GLEN 9301				
C.1.2	Tender Documents The tender documents issued by the Employer will be both in hardcopy and electronic format (e-tender website) and comprise the following: (The use of specific page colours will only be applicable to the final signed contract document.) Part T1: Tendering Procedures <ul style="list-style-type: none">T1.1 Tender notice and invitation to tenderT1.2 Standard and Special Conditions of TenderT1.3 Tender data Part T2: Returnable Schedules <ul style="list-style-type: none">T2.1 List of returnable documentsT2.2 Tender schedules Part C1: Agreements and contract data <ul style="list-style-type: none">C1.1 Form of offer and acceptance (Yellow)C1.2 Contract data (Yellow)C1.3 Other contract forms (Yellow) Part C2: Pricing data <ul style="list-style-type: none">C2.1 Pricing instructions (Yellow)C2.2 Pricing Schedules / Bills of Quantities (Yellow) Part C3: Scope of work				

	<ul style="list-style-type: none"> • C3 Scope of work (Blue) <p>Part C4: Site Information</p> <ul style="list-style-type: none"> • C4 Site Information (Green) <p>Part C5: Annexure (White)</p>
C.1.3	<p>Interpretation</p> <p>Wherever reference is made in the documentation to Bill of Quantities it shall also mean Pricing Schedule.</p> <p>Wherever reference is made in the documentation to Contractor it shall also mean Service Provider.</p>
C.1.4	<p>Communication and employer's agent</p> <p>The Employer's agent can be contacted at:</p> <p><u>Tender Administrative:</u></p> <p>DARD SCM Me Fikile Khumalo 078 451 6529 khumalof@dard.gov.za</p> <p><u>Technical:</u></p> <p>DARD Engineering Hennie Grobler 082 762 1847 groblerh@dard.gov.za</p>
C.1.6	<p>Procurement Procedures</p> <p>The PP2B Open Procedure will be followed.</p>
C.2	<p>Tenderer's Obligations</p>
C.2.1	<p>Eligibility</p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <ul style="list-style-type: none"> (a) The tenderer is registered on the <u>Central Supplier Database (CSD)</u> for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity. In the event of a Joint Venture, each member of the Joint Venture, shall be registered on the CSD at the closing date for tender submissions. If not registered as verified online at tender closing, the tenderer will be declared non-responsive. (b) the tenderer is in <u>good standing with SARS</u> according to the CSD; a Valid Tax status PIN must be provided to verify compliance. (c) the tenderer is registered with the <u>Construction Industry Development Board</u> in an appropriate contractor grading designation; (d) the tenderer or any of its directors/shareholders is <u>not listed on the Register of Tender Defaulters</u> in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; (e) the tenderer has not: <ul style="list-style-type: none"> a. abused the Employer's Supply Chain Management System; or b. failed to perform on any previous contract and has been given a written notice to this effect;

CONTRACT NO: DARD/RFT 03/2023

	<ul style="list-style-type: none"> (f) the tenderer has <u>completed the Compulsory Declaration</u> and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; (g) <u>Valid COIDA Certificate</u> in compliance with the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) (h) <u>Bill of Quantities</u> (Bidders are required to complete the Bill of Quantities in full). (i) <u>Compulsory clarification meeting</u> certificate duly signed by the bidder or representative. The clarification meeting certificate will be verified against the attendance register. (j) Joint Ventures or Consortia are eligible to submit bids provided that: <ul style="list-style-type: none"> (1) each member of the joint venture is registered with the CIDB, (2) the lead partner has a contractor grading designation in CE four (4) class or higher or a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered of construction work; and (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work (Estimate CE 4). (4) Each individual party to the Joint Venture or Consortium must be registered on the CSD. (5) Each individual party to the Joint Venture or Consortium must be in good standing with SARS. (6) A signed JV or consortium agreement specific to the tendered Contract and clearly showing the percentage contribution of each partner to the Joint Venture must be submitted. <p>Failure to satisfy the eligibility criteria will result in a non-responsive tender.</p>
C.2.2	<p>Cost of tendering</p> <p>Tender documents are available from Department of Agriculture and Rural Development</p> <p>Room no. 149, Cashier's Office, ground floor, Administration Building, Gielie Joubert Street, Glen.</p> <p>A non-refundable tender deposit of R427.00 payable in cash or EFT (proof of payment required) made out in favour of the Department is required on collection of bound hard copies of the tender documents. Alternatively documents can be down-loaded from the e-tender website for free.</p>
C.2.6	<p>Acknowledge addenda</p> <p>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of condition of tender C.3.8.</p>
C.2.7	<p>Clarification meeting</p> <p>A compulsory clarification meeting will be at the Gariep ATDC retention dam, Gariep dam on Friday 10 November 2023 at 12:30 hrs.</p>
C.2.8	<p>Seek clarification</p> <p>Request clarifications at least 5 (five) working days before the closing date.</p>
C.2.9	<p>Insurance</p> <p>No insurance is provided by the Employer.</p>
C.2.10	<p>Pricing the tender offer</p> <p>Tenderers are required to state the rates and currencies in Rand.</p>

CONTRACT NO: DARD/RFT 03/2023

C.2.12	Alternative tender offers Alternative offers are generally not acceptable due to possible manipulation of the tender process and resulting complexity of the evaluation. Therefore, the submission of alternative tenders is strongly discouraged. Acceptable alternative offers will only be considered from a tenderer with the highest number of evaluation points for the main offer under the conditions as stipulated in the Conditions of Tender.						
C.2.13	Submitting a tender offer						
C.2.13.1	If a tenderer, including key persons, a joint venture partner or a Targeted Enterprise, submits or participates in more than one tender for the same project, then all such tenders shall be disqualified.						
C.2.13.2	The returnable documents shall be completed in hard copy with black ink.						
C.2.13.3	Only submit one hardcopy of the fully completed and signed tender document.						
C.2.13.6	Submission in the tender box Tenders must be submitted at Department of Agriculture and Rural Development, Administration Building, ground floor, SCM component, Gielie Joubert Street, Glen.						
C.2.15	Closing time						
C.2.15.1	Submission in Tender box: Electronic submissions will not be accepted. The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: <table border="1" data-bbox="357 1028 1405 1612"> <tr> <td>Location of tender box:</td> <td>Department of Agriculture and Rural Development, Administration Building, Ground floor, SCM component, Gielie Joubert Street, Glen.</td> </tr> <tr> <td>Physical address:</td> <td>Administration Building, Gielie Joubert Street, Glen (Manguang Metro)</td> </tr> <tr> <td>Identification details: <i>(Place the signed original tender offer in a package marked)</i></td> <td>TENDER DARD/RFT 03/2023 CONSTRUCTION FOR REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM-WALL AT GARIEP AQUACULTURE TECHNOLOGY DEMONSTRATION CENTER (ATDC), GARIEP DAM</td> </tr> </table> Tenders must be submitted during office hours 08h00 and 15h30 on weekdays at the Employer's address. It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Employer's tenders received register and deposited in the tender box.	Location of tender box:	Department of Agriculture and Rural Development, Administration Building, Ground floor, SCM component, Gielie Joubert Street, Glen.	Physical address:	Administration Building, Gielie Joubert Street, Glen (Manguang Metro)	Identification details: <i>(Place the signed original tender offer in a package marked)</i>	TENDER DARD/RFT 03/2023 CONSTRUCTION FOR REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM-WALL AT GARIEP AQUACULTURE TECHNOLOGY DEMONSTRATION CENTER (ATDC), GARIEP DAM
Location of tender box:	Department of Agriculture and Rural Development, Administration Building, Ground floor, SCM component, Gielie Joubert Street, Glen.						
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C.2.15.2	The closing time for submission of tender offers is 11:00 hrs on Friday 24 November 2023. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Where closing date was extended, documents that were valid at the original closing date, remain valid for the extended closing date.						
C.2.16.	Tender offer validity						
C.2.16.1	The tender offer validity period is 120 days.						

CONTRACT NO: DARD/RFT 03/2023

C.2.17	Clarification of tender offer after submission Any clarification requested under this clause must be provided within 1 (one) working day of date of request.
C.2.18	Provide other material Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
C.3	The Employer's undertakings
C.3.2	Issue Addenda The employer shall issue addenda until 3 (three) working days before tender closing date.
C.3.4	Opening of tender submissions
C.3.4.1	The time for opening of the tenders is: Time: 11:00 on Friday, 24 November 2023. Location: SCM BOARDROOM Administration Building, Gielie Joubert Street, Glen (Mangaung Metro)
C.3.5	Two-envelope system Does not apply.
C.3.7	Grounds for rejection and disqualification Prior to disqualification in terms of section 9(1) of PPR 2022, the Employer shall inform the tenderer and give the tenderer an opportunity to make representations within 7 days as to why the tender submitted should not be disqualified, or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part. In the event of disqualification, the Employer may, if applicable claim damages from the tenderer.
C.3.8 C.3.8.2	Test for responsiveness A Substantially responsive tender is a tender in which all of the material information and documentation submitted at close of tender contains non-material and non-conformities to the bid specifications but are not related to price. The correction of any such documentation or information, or the condoning for the non-inclusion of any such document or information may not be prejudicial towards the offer and claimed preference of any responsive tender or be construed to be giving an unfair advantage to any tender. A responsive tender is also one that conforms to all the terms, conditions, and scope of work of the tender documents, without material omissions. The test for a material omission is the same as the test for a material deviation or qualification. The Employer will cancel a tender should all tenders be non-responsive and no negotiations will be conducted.
C.3.9	Arithmetical errors, omissions, discrepancies and imbalanced unit rates 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 appearing in the summary to the Pricing Schedule shall govern. Check responsive tender offers 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

	<p>(c) arithmetic errors in:</p> <ul style="list-style-type: none"> (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; <p>(d) imbalanced unit rates.</p> <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ul style="list-style-type: none"> (a) if Bill 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 unit rate shall govern and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted 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 be corrected. (c) Where the unit rates are imbalanced, the tenderer shall adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above. <p>Where there is an omission of a line item, no correction is possible and the offer will be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and/or fails to justify or balance the imbalanced rates to the satisfaction of the employer.</p> <p>The tenderer is required to submit balanced unit rates for Rate Only items in the Pricing Schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>														
<p>C.3.11</p>	<p>Evaluation of tender offers</p> <p>Evaluating functionality</p> <p>The Functionality criteria and maximum score in respect of each of the criteria are as follows:</p> <table border="1" data-bbox="414 1432 1394 1837"> <thead> <tr> <th data-bbox="414 1432 1235 1567">Functionality criteria</th><th data-bbox="1235 1432 1394 1567">Maximum number of points</th></tr> </thead> <tbody> <tr> <td data-bbox="414 1567 1235 1623">Functionality Schedule</td><td data-bbox="1235 1567 1394 1623"></td></tr> <tr> <td data-bbox="414 1623 1235 1680">1.1 Experience in similar projects</td><td data-bbox="1235 1623 1394 1680">20</td></tr> <tr> <td data-bbox="414 1680 1235 1713">1.2 Quality</td><td data-bbox="1235 1680 1394 1713">30</td></tr> <tr> <td data-bbox="414 1713 1235 1747">1.3 Technical capacity and competence</td><td data-bbox="1235 1713 1394 1747">20</td></tr> <tr> <td data-bbox="414 1747 1235 1781">1.4 Financial Capacity</td><td data-bbox="1235 1747 1394 1781">30</td></tr> <tr> <td data-bbox="414 1781 1235 1837">Sub-total points (Functionality Schedule A)</td><td data-bbox="1235 1781 1394 1837">100</td></tr> </tbody> </table> <p>The minimum number of evaluation points for quality is not less than 70.</p>	Functionality criteria	Maximum number of points	Functionality Schedule		1.1 Experience in similar projects	20	1.2 Quality	30	1.3 Technical capacity and competence	20	1.4 Financial Capacity	30	Sub-total points (Functionality Schedule A)	100
Functionality criteria	Maximum number of points														
Functionality Schedule															
1.1 Experience in similar projects	20														
1.2 Quality	30														
1.3 Technical capacity and competence	20														
1.4 Financial Capacity	30														
Sub-total points (Functionality Schedule A)	100														
<p>C.3.11</p>	<p>Evaluating price and preference</p> <p>The procedure for the evaluation of responsive tenders is Method 2 (Functionality, Price and Preference)</p>														

	<ul style="list-style-type: none"> a) Score functionality, rejecting all tender offers that fail to score the minimum number of b) No tender must be regarded as an acceptable tender if it fails to achieve the minimum c) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in Form SDB 6.1.
C.3.11	<p>Determine acceptability of preferred tenderer</p> <p>Price negotiations.</p> <p>(a) If the price offered by a tenderer scoring the highest points is not market related, the Organ of state may not award the tender to that tenderer.</p> <p>(b) The Organs of state may –</p> <ul style="list-style-type: none"> i. Negotiate a market related price with the tender scoring the highest points or cancel the tender; ii. If the tenderer does not agree to a market related price, negotiate a market related price with the tenderer scoring the second highest points or cancel the tender; iii. If the tenderer scoring the second highest points does not agree to a market related price, negotiate a market related price with the tenderer scoring the third highest points or cancel the tender; <p>(c) If a market related price is not agreed as envisaged in paragraph b(iii), the organ of state must cancel the tender.</p>
C.3.13	<p>Acceptance of tender offer</p> <p>The conditions stated in clauses C.3.13(a) to (f) of the Conditions of Tender as well as the following additional clauses C.3.13(g) to (k) shall be applied as objective criteria in terms of section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000) and as compelling and justifiable reasons not to award to the highest scoring tenderer:</p> <ul style="list-style-type: none"> a) the tenderer or any of its directors is not listed on National Treasury's Register of Tender Defaulters or Restricted Suppliers, or the Employer's database, in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as a tenderer or person prohibited from doing business with the public sector; b) the tenderer has not abused the Employer's supply chain management system; and c) the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect. d) the tenderer is tax compliant. The recommended tenderer who becomes non-compliant, prior to award, shall be notified and must become compliant within 7 working days of the date of being notified. A recommended tenderer who remains non-compliant after the 7 working days of being notified, shall be declared non-responsive.
C.3.16	<p>Registration of the award</p> <p>Due to cost and other implications, names of successful bidders will only be availed on request. Any unsuccessful tenderer may request a debriefing in writing as specified in Clause C.3.18.</p>
C.3.17	<p>Provide copies of the contracts</p> <p>The number of paper copies of the signed contract to be provided by the Employer is 1.</p>
C.3.18	<p>Provide written reasons for actions taken</p> <p>All requests from tenderers shall be in writing.</p>

Breakdown of Functionality Criteria point scoring:

CRITERIA	GUIDELINE FOR EVALUATION CRITERIA APPLICATION	MEANS OF VERIFICATION	POINTS
1.1 Experience in similar projects.	Number of <u>similar projects</u> completed in the past five (5) years.	Specify when, where, and for which institutions the projects were undertaken within the last five (5) years. Provide proof of <u>contractual agreements</u> or <u>appointment letters</u> or sub –	
	0 Contractual agreement or appointment letter	contracting letters which must include the following information:	0
	1 Contractual agreement or appointment letter	• contactable reference • date of appointment • value of work	7
	>2 Contractual agreements or appointment letters	(The above evidence must be attached to Form F1: Project reference list of the returnable documents and Form F2 of the returnable documents must be completed by the Client of each submitted project.)	12
1.2 Quality	Corresponding Reference letters /sub-contracting letters and Completion Certificates of projects completed.	Corresponding <u>reference letters</u> or <u>final completion certificates</u> of projects indicated above (1.1) as per contractual agreement or appointment letter.	
	0 reference letter or completion certificate containing information as indicated.	(Form F2 of the returnable documents must be completed by the Client of each submitted project.)	0
	1 reference letter or completion certificate containing information as indicated.		10
	2 reference letters or completion certificates containing information as indicated.		20
	>2 reference letters or completion certificates containing information as indicated.		30
1.3 Technical Capacity and Competence	Experience of minimum 2 key technical staff (Site Agent & Contracts Manager) in the employ of the company.	Provide short CVs with copy of ID, qualifications (minimum B degree in the build environment and appointment or <u>intention to appoint</u> letter).	
	No proof		0
	<ul style="list-style-type: none"> • Proof for one (1) key technical staff • Appointment letter (2 points) • Only relevant CV for 1 (2 points) • Minimum B degree in the built environment (2 points) 	General experience (total duration of work activity, level of education and training and positions held. Certified copies of certificates subject to verification.	10
	<p>Proof for two (2) key technical staff</p> <ul style="list-style-type: none"> • Appointment letter (2 points) • Only relevant CV for 1 (2 points) 		20

	<ul style="list-style-type: none"> • Minimum B degree in the build environment (2 points) 		
1.4 Financial Capacity	Proof of credit facility or access to finances equivalent to contract value.	<p>Attach proof of financial capacity:</p> <ul style="list-style-type: none"> • Credit letter from a registered service provider and/or a credit agreement or equivalent, • Amount that the supplier qualifies for, • Signed and stamped by the institution <p><i>(Evidence must be attached after Form A7 of the returnable documents)</i></p>	
	No proof or less than 5% of contract value quoted		0
	>=5% and < 30% of contract value quoted		12
	>= 30% and < 70% of contract value quoted		18
	>= 70% of contract value quoted		30
TOTAL			100

CONTRACT NO: DARD/RFT 03/2023

T2 Returnable Documents

T2.1 List of Returnable Documents

(Yellow forms) Ensures everything required to be submitted with the tender is included in the submission.

Notes to tenderer:

- 1) *Returnable schedules have been based on the CIDB Standard for Uniformity in Construction Procurement and incorporates National Treasury requirements within them. Returnable schedules are separated into the following categories:*
 - i. *Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender.*
 - ii. *A list of other returnable documents for completion by the tenderer and which will subsequently be incorporated into the contract.*
- 2) *Failure to fully complete the relevant returnable documents shall render such a tender offer to be declared non-responsive.*
- 3) *Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.*
- 4) *Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under contract condition 8.4 to terminate the contract.*

CONTRACT NO: DARD/RFT 03/2023

Free State Department of Agriculture and Rural Development

CONTRACT: DARD/RFT 03/2023

CONSTRUCTION FOR REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM-WALL AT GARIEP AQUACULTURE TECHNOLOGY DEMONSTRATION CENTER (ATDC), GARIEP DAM

Notes to tenderer:

- 1) *This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules..*
- 2) *If the same document has been referred to more than once as a returnable document, it can only be attached at the first instance.*

FORM NO	FORM NAME	COMPLETED?	Part of Contract
	Company Authority Documents & Resolutions		
A1	Certificate of Authority for Signatory		
A2	Certificate of attendance at the compulsory bid clarification meeting and site visit		
A3	Schedule of Addenda to Tender Documents		Yes
A4	Schedule of Deviations or Qualifications by Tenderer		Yes
A5	Certificate of Compliance with Occupational Health and Safety Act, 1993 and Construction Regulations, 2014 As Well As COID Act, 1993		Yes
A6	Tenderer's Registered Financial Service Provider Credit letter		
A7	Preliminary Programme Including Understanding and Approach		
	Standard Bidding Documents (SBD)		
SBD 1	Invitation to bid		
SBD 4	Bidder's disclosure		
SBD 6.1	Preference points claim form in terms of the preferential procurement regulations 2022		
	Returnable Documents for Compliance Assessment		
B1	B-BBEE Certificate or Sworn Affidavit		
B2	Valid Certificate of CIDB Registration of Contractor		
B3	Registration on National Treasury Central Supplier Database		
B4	Tax compliance		
B5	Specific goals		
	Returnable documents for Functionality Assessment		
F1	Project references List		
F2	Project References		
F3	Joint venture agreement		Yes
F4	Key Technical Staff		
F5	Schedule of construction equipment		
SEE SECTION C	Returnable Documents pertaining to the Contract		
C1.1	Form of Offer and Acceptance		Yes
C1.2	Contract Data Employer data Contractor data		Yes
C1.3	Performance bond		Yes
C2.2	Bill of Quantities		Yes

T2.2 Returnable Schedules

(Yellow forms) Documents and schedules to evaluate tenders plus other schedules to be included in the contract.

FORM A1 CERTIFICATE OF AUTHORITY FOR SIGNATORY

**CONSTRUCTION FOR REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM-WALL AT
GARIEP AQUACULTURE TECHNOLOGY DEMONSTRATION CENTER (ATDC), GARIEP DAM**

Notes to tenderer:

1. *The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.*
2. *In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:*
 - *authority for signatory,*
 - *undertaking to formally enter into a joint venture contract should an award be made to the joint venture,*
 - *name of the designated lead member of the intended joint venture.*
3. *The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.*
4. *In the event that authorisation is for more than one project, then all projects shall be listed in the copy of the resolution of the Board of Directors/Partners.*

By resolution of the board of directors/partners passed at a meeting held on
Mr/Ms

whose signature appears below, has been duly authorised to sign all documents in connection with the tender for contract no. DARD/RFT 03/2023 CONSTRUCTION FOR REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM-WALL AT GARIEP AQUACULTURE TECHNOLOGY DEMONSTRATION CENTER (ATDC), GARIEP DAM and any contract which may arise therefrom on behalf of (*enter name of tenderer in block capitals*)

.....

SIGNED ON BEHALF OF THE COMPANY:

.....
IN HIS/HER CAPACITY AS:.....

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES:

SIGNATURE

.....

SIGNATURE

.....

NAME (print)

.....

NAME (print)

CONTRACT NO: DARD/RFT 03/2023

**FORM A2: CERTIFICATE OF ATTENDANCE AT THE COMPULSORY BID CLARIFICATION
MEETING AND SITE VISIT**

**CONSTRUCTION FOR REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM-WALL AT
GARIEP AQUACULTURE TECHNOLOGY DEMONSTRATION CENTER (ATDC), GARIEP DAM**

This is to certify that I,
representative of (insert name of tenderer)

.....
Of (address)
.....

.....
telephone number
fax number
e-mail

Attended the clarification meeting on (date)
conducted by
.....

in the presence of (Employer's representative)

TENDERER'S REPRESENTATIVE

(Signature)..... Date.....
EMPLOYER'S REPRESENTATIVE

(Signature)..... Date.....

FORM A3: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS

Note to tenderer:

If an addendum containing material amendments is not incorporated by the tenderers in his tender offer, the tender will be declared non-responsive.

Annex F

Record of Addenda to Tender Documents

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

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

FORM A4: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER

PAGE	DESCRIPTION

TENDERER'S REPRESENTATIVE

(Signature)..... Date.....

FORM A5: CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014 AS WELL AS COID ACT, 1993

Notes to tenderer:

1. *Discovery that the tenderer has failed to make proper disclosure may result in the Employer terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.*
2. *The tenderer shall attach to this form evidence that he is registered and in good standing with the Compensation Fund in terms of Section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).*
3. *The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 (thirty six) months preceding the date of the tender.*
4. *In the event of a joint venture enterprise, all members shall comply with the above requirement.*

FORM CONCERNING THE FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

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

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

YES	
NO	

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

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

CONTRACT NO: DARD/RFT 03/2023

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

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

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

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

YES	
NO	

TENDERER'S REPRESENTATIVE

(Signature)..... Date.....

CONTRACT NO: DARD/RFT 03/2023

**FORM A6: TENDERER'S CREDIT LETTER FROM A REGISTERED SERVICE PROVIDER
AND/OR A CREDIT AGREEMENT OR EQUIVALENT**

CREDIT LETTER

Credit letter and/or credit agreement or equivalent signed and stamped by the institution from a registered service provider indicating the availability of funds or credit to facilitate the project and must be attached to this schedule.

CREDIT LETTER AFTER THIS PAGE.

SIGNED BY/ON BEHALF OF BIDDER:

NAME	SIGNATURE	DATE

FORM A7: PRELIMINARY PROGRAMME INCLUDING UNDERSTANDING AND APPROACH

Notes to tenderer:

1. *The tenderer shall attach a preliminary programme reflecting the proposed sequences and tempo of execution of the various activities.*
2. *Limit this to two pages.*

NAME	SIGNATURE	DATE

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DARD/RFT 03/2023	CLOSING DATE:	24 November 2023	CLOSING TIME:	11:00
DESCRIPTION	CONSTRUCTION FOR REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM-WALL AT GARIEP AQUACULTURE TECHNOLOGY DEMONSTRATION CENTER (ATDC), GARIEP DAM				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Location of tender box: Room no. 149, Cashier's Office, Ground floor		Physical address: Administration Building, Gielie Joubert Street, Glen (Manguang Metro)			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr T. Matshaba		CONTACT PERSON	Mr H Grobler	
TELEPHONE NUMBER	066 486 6684 / 078 451 6529		TELEPHONE NUMBER	082 762 1847	
FACSIMILE NUMBER			FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	tsoloanematshaba@gmail.com khumalof@dard.gov.za		E-MAIL ADDRESS	groblerh@dard.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

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

DATE:

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,
employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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.

CONTRACT NO: DARD/RFT 03/2023

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.

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.

CONTRACT NO: DARD/RFT 03/2023

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

FORM A2.3: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).

a) ~~The applicable preference point system for this tender is the 90/10 preference point system.~~

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
--------------	-----------	--------------

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

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 or 90 points is allocated for price on the following basis:

80/20

or

90/10

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

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 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)	Proof of documents to be attached.	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise with ownership of 51% or more by person/s who are woman.	5	BBBEE certificate (certified) or sworn affidavit.	
Enterprise with ownership of 51% or more by person/s who are youth.	5	BBBEE certificate (certified) or sworn affidavit	
Promotion of enterprises located in the Free State.	5	Municipal rates and / or valid lease agreement with landlord's municipal rates not older than 3 months.	
Promotion of enterprises located in the District tendering for.	5	Municipal rates and / or valid lease agreement with landlord's municipal rates not older than 3 months.	
TOTAL	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

	Partnership/Joint Venture / Consortium
	One-person business/sole 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 –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

CONTRACT NO: DARD/RFT 03/2023

FORM B1: B-BBEE CERTIFICATE OR SWORN AFFIDAVIT

In terms of Regulation 4(1)(a) of the Preferential Procurement Regulations (2022), preference criteria based on BBBEE status level is applicable to this tender.

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

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

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

SIGNED BY/ON BEHALF OF BIDDER:

NAME	SIGNATURE	DATE

CONTRACT NO: DARD/RFT 03/2023

FORM B2: VALID CERTIFICATE OF CIDB REGISTRATION OF CONTRACTOR

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

The tenderer must be registered with the CIDB with a contractor grading of:

- CE Civil Engineering three (4)

or higher or a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered.

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

ATTACH CIDB REGISTRATION CERTIFICATE IMMEDIATELY AFTER THIS PAGE.

SIGNED BY/ON BEHALF OF BIDDER:

NAME	SIGNATURE	DATE

CONTRACT NO: DARD/RFT 03/2023

FORM B3: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

Tenderers who are not registered on the Central Supplier Database at tender closure will be declared non-responsive. In the case of a Joint Venture or a Targeted Enterprise, a Central Supplier Database Supplier Number must be provided for each member of the Joint Venture or Targeted Enterprise.

Name of Service Provider:

Central Supplier Database Supplier Number:

NAME	SIGNATURE	DATE

FORM B4: TAX COMPLIANCE

The Tenderer shall complete the declaration below.

I,
(name) the undersigned in my capacity as

(position) on behalf of (name of company)

herewith grant consent that SARS may disclose to the South African National Roads Agency SOC Limited (SANRAL) our tax compliance status.

For this purpose our unique security personal identification number (PIN) is

In the event of a joint venture or a Targeted Enterprise each member shall comply with the above requirements.

ATTACH VALID TAX STATUS PIN IMMEDIATELY AFTER THIS PAGE.

NAME	SIGNATURE	DATE

FORM B5: SPECIFIC GOALS

The Tenderer shall submit certificates/documents to this page in order to claim relevant points:

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)	Documentary proof to be attached.
Enterprise with ownership of 51% or more by person/s who are woman.	5	BBBEE certificate (certified) or sworn affidavit.
Enterprise with ownership of 51% or more by person/s who are youth.	5	BBBEE certificate (certified) or sworn affidavit
Promotion of enterprises located in the Free State.	5	Municipal rates and / or valid lease agreement with landlord's municipal rates not older than 3 months.
Promotion of enterprises located in the District tendering for.	5	Municipal rates and / or valid lease agreement with landlord's municipal rates not older than 3 months.

In order to claim the relevant points, attach hereto relevant documents as referenced in column 3 of the table directly above.

.....
SIGNATURE

.....
DATE

CONTRACT NO: DARD/RFT 03/2023**FORM F1: PROJECT REFERENCES LIST****CONTRACT NO: DARD/RFT 03/2023**

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

Lists of Completed Contracts over the last five (5) years to be submitted in Table below.

Bidders must familiarise themselves with the evaluation criteria and submit a list of completed contracts to support the allocation of points.

The list of completed contracts must be supported with contractual agreements or appointment letters or reference letters which must be attached directly after this page. A listed contract which is not substantiated with evidence will not be considered in the evaluation of functionality.

List of Previous and Completed contracts

NAME OF COMPANY: _____

PROJECT/EMPLOYER (Name, Tel. No)	NATURE OF CONTRACT	VALUE OF CONTRACT	YEAR OF COMPLETION

FORM F2: PROJECT REFERENCES

Note to tenderer:

- *The tenderer must submit this form for each relevant project given under project reference.*
- *Letter to be on Client's letterhead stating the following:*

Department of Agriculture and Rural Development
Glen Agricultural College
Chemistry Building 1st Floor
Gielie Joubert Street
Bloemfontein
9301

ATTENTION: Procurement Department

REFERENCE LETTER FOR PAST PERFORMANCE RELATED TO (insert project number) FOR THE (insert project description)

This letter serves to confirm that (insert name of tenderer) completed the subject project to the value of R..... (insert value of project) on (insert date).

Rate the performance of the tenderer for the reference project on the table below:

Rating	Poor	Adequate	Good	Excellent
Client score	1	3	4	5
Mark the relevant box with "x"				

Were the quality /specifications complied with? YES / NO*

* If no, please furnish details:

Will you recommend this supplier to anyone without reservations? YES / NO

Any enquiries relating to this project can be addressed to (insert the name, contact number and e-mail address of reference).

Signed by:

.....
(Print Name of signatory)

.....
Date

Designation of signatory:

FORM F3: JOINT VENTURE AGREEMENT

Note: In the event of a Joint Venture, attach to this form a signed and properly completed Joint Venture Agreement.

IN CASE OF A CONSORTIUM/ JOINT VENTURE/ SUB-CONTRACTOR CONCERN:

I/we certify that this is a bona fide bid.

I/we also certify that I/we have not done and I/we undertake that I/we shall not do any of the following acts at any time before the hour and date specified for the closure of submission of Bid for this Contract.

1. Fixed or adjusted the amount of this bid by, or under, or in accordance with any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting;
2. Communicate to a person outside this consortium/joint venture/sub-contracting other than the person calling for these bids, the amount or approximate amount of the proposed bid, except where the disclosure, in confidence, of the approximate amount of the bid was necessary to obtain insurance premium quotations required for the preparation of the bid;
3. Caused or induced any other person outside this consortium/joint venture/sub-contracting to communicate to me/us the amount or approximate amount of any rival bid for this contract;
4. Entered into any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting to induce him/her to refrain from bidding for the contract, or as to the amount of any bid to be submitted or the conditions on which a bid is made, nor caused or induced any other person to enter to any sub agreement or arrangement; and
5. Officer or paid or given or agreed to pay or given any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any bid or proposed bid for this contract, any act or thing of the sort described above.
6. Certified that a joint bank account will be open in the name of the Consortium/Joint/Venture/Sub-Contractor's Names.

In this certificate, the term "person" includes any persons, body of persons or association, whether corporate or not; and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not and the term "person outside this consortium/joint venture/sub-contracting means, when the consortium/joint venture/sub-contracting is a partnership, a person other than a partner or an employee of such partnership, or when the consortium/joint venture/sub-contracting is a company, a person other than a person or company holding shares in the consortium/joint venture/sub-contracting, or any employee of such a person, consortium/joint venture/sub-contracting.

NAME	SIGNATURE	DATE

FORM F4: KEY TECHNICAL STAFF

Experience of minimum 2 key technical staff

- Site Agent
- Contracts Manager

Provide:

- short CVs with
- copy of ID,
- qualifications (minimum B degree in the build environment and appointment or intention to appoint letter.)
- General experience (total duration of work activity),
- level of education and training and positions held.
- Certified copies of certificates subject to verification

Requirements for CVs

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

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

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

Each CV should be structured under the following headings:

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

SIGNED BY/ON BEHALF OF BIDDER:

NAME	SIGNATURE	DATE	

FORM F5: SCHEDULE OF CONSTRUCTION EQUIPMENT

F5.1: CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE:

F5.2: CONSTRUCTION EQUIPMENT ON ORDER:

(State details of arrangements made, with delivery dates)

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

F5.3: CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED:

(State details of delivery arrangements)

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

SIGNED BY/ON BEHALF OF BIDDER:

NAME	SIGNATURE	DATE

APPROVAL OF TENDER DOCUMENT

It is hereby recommended that approval is granted for Tender: "**DARD/RFT 03/2023: CONSTRUCTION FOR REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM-WALL AT GARIEP AQUACULTURE TECHNOLOGY DEMONSTRATION CENTER (ATDC), GARIEP DAM**", to be advertised.

Submitted by:	Supported / Not Supported
<hr/> Dr. M Ramorena Chairperson: Bid Specification Committee DATE: _____	<hr/> Mr. T Matshaba Director: Supply Chain Management DATE: _____
Recommended / Not Recommended	Approved / Not Approved
<hr/> Mr. P Khiba CFO DATE: _____	<hr/> Dr. TJ Masiteng HOD DATE: _____

PART C: CONTRACT

(Documents Relating to Form of Agreement)

C1. Agreements and Contract Data

The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

C1.1 Form of Offer and Acceptance

Free State Department of Agriculture and Rural Development

SBD 7.1 (version 1 2023)

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

CONTRACT NO: DARD/RFT 03/2023

I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES

1
2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1.

2.

DATE

C1.2 SCHEDULE OF DEVIATIONS.

Notes:

1. The extent of deviations from the tender documents issued by the Employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporate into the final draft of the Contract.

The deviations listed below constitute agreed variations/amendments to the tender document negotiated between the tenderer and the employer based on information provided in Form A4: Schedule of Variations or deviations by tenderer or imposed conditions of award. Addenda issued during the tender period are deemed not to be variations to the tender.

1. Subject:
Details:
2. Subject:
Details:
3. Subject:
Details:
4. Subject:
Details:

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

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

(Note to compiler: In the event that an alternative offer has been accepted by the Employer, the various elements of the alternative offer must be listed in this appendix)

C1.3 Contract Data

General Conditions of Contract for Construction Works, Third Edition (2015)

CONTRACT DATA

CONTRACT DATA FOR:

CONTRACT NO: DARD/RFT 03/2023

CONSTRUCTION FOR REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM-WALL AT GARIEP AQUACULTURE TECHNOLOGY DEMONSTRATION CENTER (ATDC), GARIEP DAM

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

CONTRACT SPECIFIC DATA

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

Compulsory Data

Clause	Description
Clause 1.1.1.13:	The Defects Liability Period is 12 months. <i>A time measured from the date of the Certificate of Completion.</i>
Clause 1.1.1.14:	<i>(Omit if the Contractor is to state the time for achieving Practical Completion.)</i> The time for achieving Practical Completion is 5 months from the Commencement Date.
Clause 1.1.1.15:	The name of the Employer is: Free State Department of Agriculture and Rural Development. (DARD)
Clause 1.2.1.2:	The address of the Employer is: Free State: Department of Agriculture and Rural Development (FS DARD) Glen Agricultural College Chemistry Building 1st Floor Gielie Joubert Street Bloemfontein 9301 Email: hodmanager@dard.gov.za Cell nr: 072 712 7186
Clause 1.1.1.16:	The name of the Employer's Agent is FS DARD
Clause 1.2.1.2:	The address of the Employer's Agent is Free State: Department of Agriculture and Rural Development Glen Agricultural College

CONTRACT NO: DARD/RFT 03/2023

	<p>Chemistry Building 1st Floor Gielie Joubert Street Bloemfontein 9301</p> <p>Email: hodmanager@dard.gov.za Cell nr: 072 712 7186</p>
Clause 1.1.1.26:	The Pricing Strategy is a <u>Re-measurement Contract</u> .
Clauses 5.1.1 and 5.8.1:	<p>The non-working days are Sundays.</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> 1. <i>The public holidays.</i> 2. <i>The year-end break commencing on 15 December 2023 and ending on 2 January 2024.</i>
Clause 5.3.1:	<p>The documentation required before commencing with the Works are:</p> <ol style="list-style-type: none"> 1. Health and Safety Plan (Refer to Clause 4.3) 2. Initial programme (Refer to Clause 5.6) 3. Security (Refer to Clause 6.2) 4. Insurance (Refer to Clause 8.6)
Clause 5.3.2:	The time to submit the documentation required before commencement of the Works is 14 days.
Clause 5.13.1:	The penalty for failing to complete the Works is R1000 <i>per day</i> .
Clause 5.14.1:	<p>The requirements for achieving Practical Completion are</p> <ul style="list-style-type: none"> • All construction work should be done • Site cleaned up • Works to reach a state of readiness, fit for the intended purpose and occupation without danger or undue inconvenience to the Employer.
Clause 5.16.3:	The latent defects period is 10 years for civil engineering works.
Clause 6.10.1.5:	The percentage advance on materials not yet built into the Permanent Works is 80%.
Clause 6.10.3:	<p>The limit of retention money is:</p> <ul style="list-style-type: none"> • 10% , without performance guarantee and • 5% with a performance guarantee.
Clause 8.6.1.1.2:	"Not Required"
Clause 8.6.1.1.3:	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R100 000.
Clause 8.6.1.3:	The limit of indemnity for liability insurance is R 4 000 0000.
Clause 10.5.3	Ad hoc arbitration.

Optional data Only the statements applicable to the options chosen should be completed.

CONTRACT NO: DARD/RFT 03/2023

Clause	Description
Clause 5.4.2:	<i>Access and possession of the Site is not exclusive to the contractor, as it is a fully operational fish hatchery and demonstration centre, therefore construction must be planned in co-operation with the other activities on site.</i>
Clause 6.8.2:	<i>No Contract Price Adjustment apply due to the short duration of the contract.</i>
Clause 6.8.3:	<i>No price adjustments for variations in the costs of special materials are allowed.</i>

CONTRACT NO: DARD/RFT 03/2023**PART 2: DATA PROVIDED BY THE CONTRACTOR**

Clause	Description								
Clause 1.1.1.9:	The name of the Contractor is: <i>(The legal name of the Contractor.)</i>								
Clause 1.2.1.2:	The address of the Contractor is <i>(The physical address, postal address, e-mail address and/or fax number where the Contractor will receive notices.)</i>								
Clause 6.2.1:	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1"><thead><tr><th>Type of security</th><th>Contractor's choice <i>(Indicate "Yes" or "No")</i></th></tr></thead><tbody><tr><td><i>(Indicate if Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)</i></td><td></td></tr><tr><td><i>Retention of 10% of the value of the Works.</i></td><td></td></tr><tr><td><i>Fixed Performance guarantee of 10% of the Contract Sum plus retention of 5% of the value of the Works.</i></td><td></td></tr></tbody></table>	Type of security	Contractor's choice <i>(Indicate "Yes" or "No")</i>	<i>(Indicate if Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)</i>		<i>Retention of 10% of the value of the Works.</i>		<i>Fixed Performance guarantee of 10% of the Contract Sum plus retention of 5% of the value of the Works.</i>	
Type of security	Contractor's choice <i>(Indicate "Yes" or "No")</i>								
<i>(Indicate if Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)</i>									
<i>Retention of 10% of the value of the Works.</i>									
<i>Fixed Performance guarantee of 10% of the Contract Sum plus retention of 5% of the value of the Works.</i>									

C1.4 Form of Guarantee/Securities

General Conditions of Contract for Construction Works, Third Edition (2015)

PRO FORMA

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address:

“Employer” means:

“Contractor” means:

“Employer's Agent” means:

“Works” means:

“Site” means:

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

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

Amount in words:

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

Amount in words:

Type of Performance Guarantee: (*Insert Variable or Fixed*)

“Expiry Date” means: (*Give date*) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

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

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R.....

(Amount in words)

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R.....

(Amount in words)

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

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

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

3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;

3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;

3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

3.3.1 the Contract has been terminated due to the Contractor's fault and that this Performance Guarantee is called up in terms of 3.3; or

CONTRACT NO: DARD/RFT 03/2023

- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.

3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

3.11 This Performance Guarantee, with the received demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.

3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any dispute, having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity.....

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C2. Pricing Data

C2.1 Pricing Instructions

(Yellow forms) Provides criteria and assumptions which the Tenderer has used in developing his Financial Offer

C2.1.1 For the purposes of this Pricing Schedule, the following words shall have the meanings hereby assigned to them.

Unit:	The unit of measurement for each item of work as defined in the Scope of Works.
Quantity:	The number of units of work for each item as provided by the Employer or as tendered by the Service Provider.
Rate:	The payment per unit of work for which a rate has been provided by the Employer or for which the Service Provider tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.
Lump Sum:	An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.
Provisional Sum:	An amount allowed for in the Pricing Schedule, for which the quantity of work is not known.
Prime Cost:	Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a cost for which a rate or a lump sum is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services.

C2.1.2 The quantities provided by the Employer in the Pricing Schedule are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the Pricing Schedule, will be used to determine payments to the Service Provider.

The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered.

C2.1.3 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc., and for the completed items of work as specified in the Scope of Works and Contract Data and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Particular or Special Conditions of Contract, except in so far as the quantities given in the Pricing Schedule are only approximate.

C2.1.4 The tenderer shall fill in a quantity or a rate or a lump sum for each item where provision is made. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the pricing schedule.

The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of clause C2.1.10 of this preamble.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

C2.1.5 The short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details. Reference shall, *inter alia*, be made to the Contract Data, General Conditions of Contract and Particular/Special Conditions of Contract and Scope of Works for more detailed information regarding the extent of work entailed under each item.

CONTRACT NO: DARD/RFT 03/2023

C2.1.7 Interim payments for lump sum payment items may be permitted. Such interim payments shall however be limited to proven progress achieved for that particular service deliverable. The sum of any progress payments made under a particular lump sum payment item shall be deducted prior to calculating any adjustments for escalation as described in clause C2.1.6 above.

C2.1.8 Provisional and Prime Cost Sums: Each Sum shall only be used, in whole or in part, in accordance with the Employer's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Service Provider shall include only such amounts, for the work, supplies or services to which the Sum relates, as the Employer shall have instructed.

For each Sum, the Employer may instruct plant, materials or services to be procured by the Service Provider in accordance with the Employer's policies, and for which there shall be included in the Contract Price:

- The actual amounts paid (or due to be paid) by the Service Provider under the Sum, and
- An item for compilation and printing of procurement documentation, quotation/tender process and evaluation, and all overhead charges and profit, tendered in the Pricing Schedule. Provided that for Prime Cost Sums only, where a percentage mark-up or lump sum mark-up is tendered, which shall exclude profit.

The Service Provider shall produce all quotations, invoices, vouchers and accounts or receipts in substantiation of any claim under a Sum.

Any percentage adjustment or lump sum mark-up against the Sum for handling fee, profits, etc. shall not be negative.

C2.1.9. Subject to the conditions stated in Clause C2.1.10 below, the rates and lump sums filled in by the tenderer in the pricing schedule shall be final and binding with regard to submitting the tender and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled pricing schedule, the rates and the lump sums will be regarded as being correct, and the Employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the pricing schedule. In such an event the tenderer will be consulted but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates and lump sums, the extensions and the tender sum.

C2.1.10 A tender shall be deemed non-responsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.

C2.1.11 All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents

C2.1.12 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the Scope of Work.

C2.1.13 Only fixed and firm prices will be accepted. Non-fixed and firm prices (including prices subject to rates of exchange variations) will not be considered.

Note:

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

C2.2 Activity/Work Schedule

(Yellow forms) Records the Financial Offers to provide the services as described elsewhere – in the Scope section.

Note to tenderer:

The tenderer will be declared non-responsive if:

- A signed Form of Offer is submitted with an incomplete Pricing Schedule.
- A signed Form of Offer is submitted without a Pricing Schedule, but only the Summary of Pricing Schedule submitted.

SUMMARY OF BILL OF QUANTITIES

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

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

.....
TENDERER'S SIGNATURE

.....
DATE

.....
ON BEHALF OF COMPANY

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

BILL OF QUANTITIES

**CONSTRUCTION FOR REPAIR OF EXISTING ENVIRONMENTAL RETENTION
DAM-WALL AT GARIEP AQUACULTURE TECHNOLOGY DEMONSTRATION
CENTER (ATDC), GARIEP DAM**

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

SCHEDULE OF QUANTITIES

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

CONTRACT NO: DARD/RFT 03/2023

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

CONTRACT NO: DARD/RFT 03/2023

ITEM	SANS PAYMENT ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SUBTOTAL BROUGHT FORWARD				
	8.8	OCCUPATIONAL HEALTH AND SAFETY (including COVID-19) REQUIREMENTS				
33	8.1	Compliance with OHS and MHSA Act and Regulations (including the Construction Regulations, 2003)	Sum	1		
34		ENVIRONMENTAL COMPLIANCE WITH EMP and RoD- Compliance with NEMA, EMP as attached and RoDs.	Sum	1		
		TOTAL TO SUMMARY				

SCHEDULE OF QUANTITIES

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

SCHEDULE OF QUANTITIES

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

SCHEDULE OF QUANTITIES

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

SCHEDULE OF QUANTITIES

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

SCHEDULE OF QUANTITIES

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

SCHEDULE OF QUANTITIES

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

SCHEDULE OF QUANTITIES

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

SCHEDULE OF QUANTITIES

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

SCHEDULE OF QUANTITIES

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

SCHEDULE OF QUANTITIES

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

SCHEDULE OF QUANTITIES

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

SCHEDULE OF QUANTITIES

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

SCHEDULE OF QUANTITIES

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

SCHEDULE OF QUANTITIES

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

SCHEDULE OF QUANTITIES

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

CONSTRUCTION FOR REPAIR OF EXISTING ENVIRONMENTAL RETENTION DAM-WALL AT GARIEP AQUACULTURE TECHNOLOGY DEMONSTRATION CENTER (ATDC), GARIEP DAM

C3. Scope of Services and Scope of Work

C 3.1: DESCRIPTION OF THE WORKS

C 3.1.1 CLIENT'S OBJECTIVE

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

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

C 3.1.2 EXTEND OF THE WORKS

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

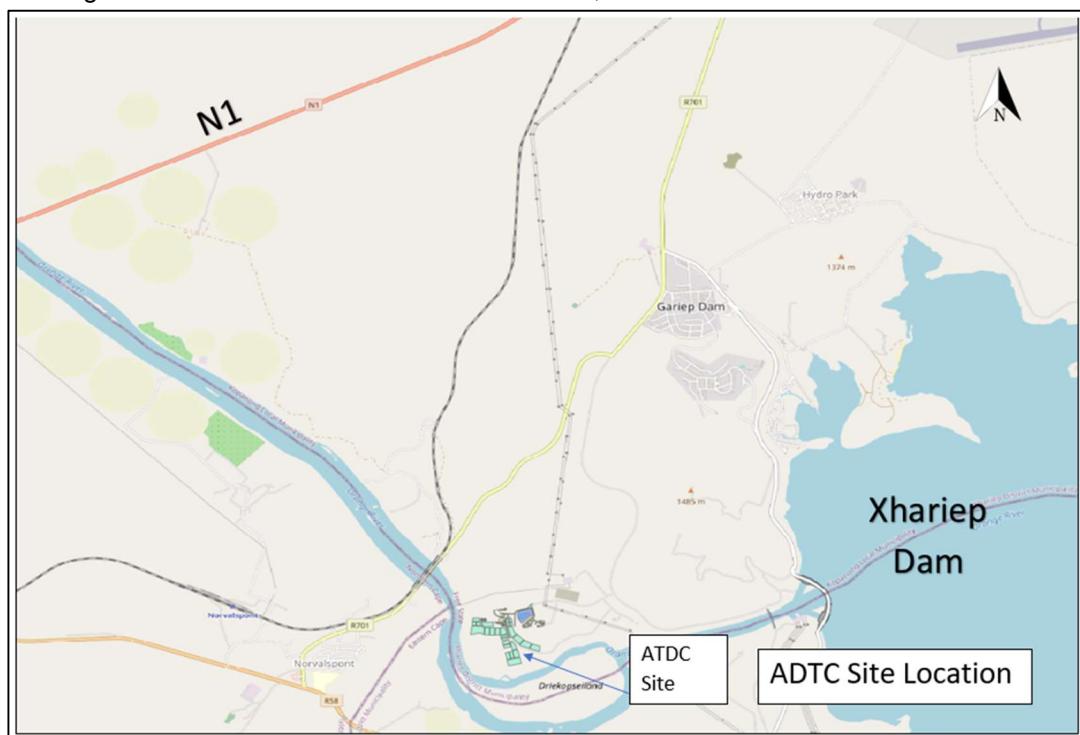
A summary of the works to be executed are as follows:

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

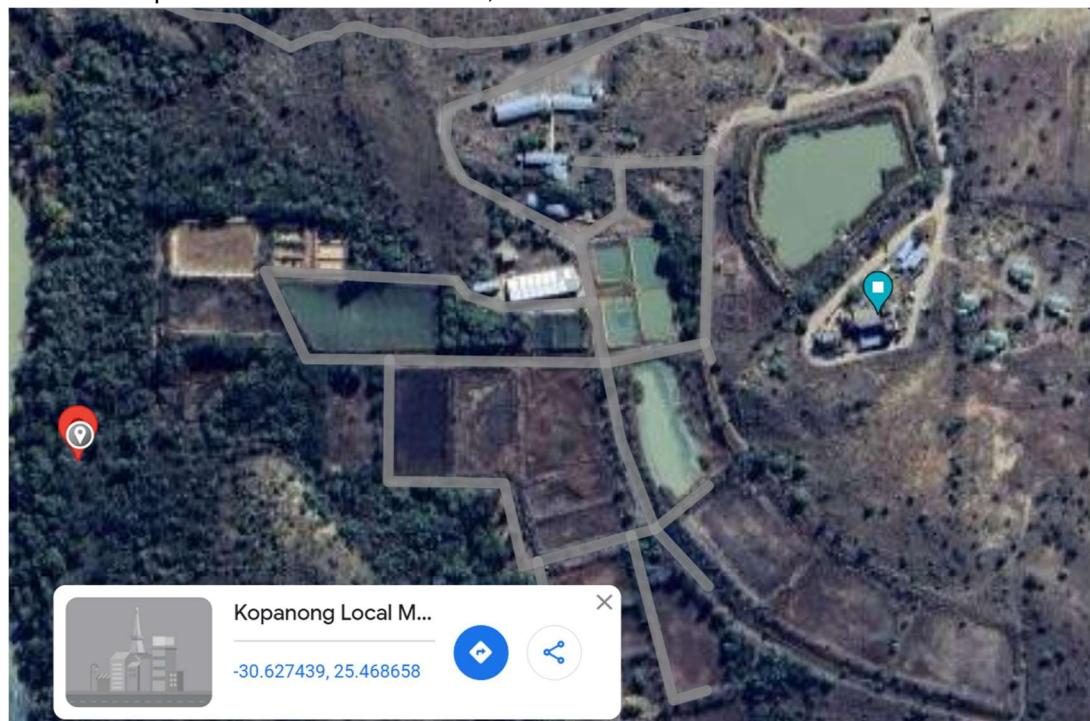
C 3.1.3 LOCALITY OF THE SITE

The geographical coordinates of the site are as follows:

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



The Borrow pit is located at 30.62761° S, 25.46864° E



C 3.1.4

TEMPORARY WORKS

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

C 3.2: CONSTRUCTION

C.3.2.1 Work specifications

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

C.3.2.2 Plant and Materials

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

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

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

C.3.2.3 Construction Equipment

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

C 3.4.10 Setting out of Works

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

C.3.2.4 Site Establishment

Services and Facilities Provided by The Employer: Nil

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

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

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

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

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

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

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

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

C.3.2.6 Permits and wayleaves

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

Typical way leave approvals will include the following:

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

C.3.2.6 Construction in Confined Areas

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

C 3.3: ENGINEERING**C 3.3.1 DRAWINGS ISSUED WITH THIS DOCUMENT**

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

C 3.3.1.1 DESIGN BY ENGINEER

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

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

C 3.3.1.2 "RECORD" DRAWINGS

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

LIST OF DRAWINGS

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

C 3.4 PROCUREMENT: GUIDELINES FOR SUBCONTRACTING AND LABOUR ENHANCEMENT

C.3.4.1 DEFINITIONS

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

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

"Conventional subcontract" shall be similarly and appropriately construed.

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

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

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

"Subcontractor" shall be similarly and appropriately construed.

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

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

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

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

"Worker" for the purposes of this specification means any person, not being one of the defined key personnel of the Contractor or his subcontractor, who is engaged by the Contractor or

subcontractor to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

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

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

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

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

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

C.3.4.2 LABOUR ENHANCED CONSTRUCTION

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

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

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

C.3.4.3 TEMPORARY WORKFORCE

a) Record of workforce and subcontractors

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

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

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

b) Recruitment and selection procedures

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

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

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

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

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

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

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

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

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

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

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

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

d) Labour Relations and Worker Grievance Procedures

In accordance with the provisions of the General Conditions of Contract, the Contractor shall, at his own cost, be fully responsible for the establishment and maintenance of

satisfactory labour relations on site and the resolution of all grievances of temporary workers and subcontractors as may occur.

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

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

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

C.3.4.4 TRAINING OF THE TEMPORARY WORKFORCE

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

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

C.3.4.5 ACCREDITED TRAINING AND ATTENDANCE

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

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

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

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

C.3.4.6 PENALTIES FOR NON-COMPLIANCE

Any deliberate failure or neglect by the Contractor to comply with the provisions of this specification, or any deliberate omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in this specification, shall be deemed to constitute a

warrant for the Engineer to act in terms of the Conditions of Contract or the penalties specified for non-attaining the prescribed CPG's will be applied and doubled.

C.3.4.7 MEASUREMENT AND PAYMENT

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

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

C3.3.2 Training

- a) Training of the temporary workforce
 - i) Technical training..... provisional (Prov) sum
 - ii) HIV/AIDS..... provisional (Prov) sum

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

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

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

C3.3.6 Penalties

- b) Targeted Labourpercentage point

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

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

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

Where

D = tendered Contract Participation Goal percentage

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

N_A = Net Amount (Contract expenditure, excluding VAT)

P = Rand value of penalty payable.

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

C 3.5 MANAGEMENT

C 3.5.1 CONSTRUCTION PROGRAMME

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

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

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

C 3.5.1.1 ALLOWANCES

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

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

C 3.5.2 PROGRESS REPORT

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

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

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

C 3.5.3 SITE MEETINGS

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

C 3.5.4 INSPECTION BY ENGINEER

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

C 3.5.5 COMPLIANCE WITH APPLICABLE LAWS

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

C 3.5.6 PAYMENT CERTIFICATES

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

C 3.5.7 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

C 3.5.7.1 Risk Assessments

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

The Risk Assessment shall include at least the following:

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

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

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

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

C 3.5.7.2 Review of Risk Assessments

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

(a) Construction Regulations, 2014

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

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

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

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

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

C 3.5.7.3 Protection of the Public

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

C 3.5.7.4 Barricades and Lighting

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

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

C 3.5.7.5 Traffic Control on Roads

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

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

C 3.5.7.6 Measures against Disease and Epidemics

The Contractor shall ensure that all sanitary requirements are in place

C 3.6 AMENDMENTS TO THE STANDARD SPECIFICATION

NONE

C 3.7 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

1. HEALTH AND SAFETY SPECIFICATION

1.1 Scope

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

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

1.2 Introduction

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

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

Compliance with this document does not absolve the Principle Contractor and other Contractors from complying with minimum legal requirements. All Contractors remain responsible for the health

& safety of his employees, persons other than his employees in terms of Section 9 of the Occupational Health and Safety Act, No. 85 of 1993 and those of his Mandatory's

1.3 General Occupational Health and Safety Provisions

1.3.1 Hazard Identification & Risk Assessment

1.3.1.1 *Development of Risk Assessments*

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

The Risk Assessment shall include at least the following:

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

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

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

1.3.1.2 *Review of Risk Assessments*

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

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

1.3.2 Legal Requirements

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

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

- The Client must determine the competency of Contractors/persons he allows (authorise) to enter such premises.

1.3.3 Structure and Responsibilities

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

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

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

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

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

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

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

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

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

1.3.4 Administrative Controls and the Occupational Health & Safety File

1.3.4.1 *The Occupational Health & Safety File*

CONTRACT NO: DARD/RFT 03/2023

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

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

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

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

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

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

1.3.6 Notification of Construction Work

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

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

1.3.7 Training, Awareness and Competence

1.3.7.1 *General Induction Training*

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

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

CONTRACT NO: DARD/RFT 03/2023

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

1.3.7.2 *Other Training*

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

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

1.3.7.3 *Awareness & Promotion*

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

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

1.3.7.4 *Competence*

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

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

1.3.8 *Consultation, Communication and Liaison*

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

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

1.3.9 *Checking, Reporting and Corrective Actions*

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

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

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

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

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

1.3.10 Incident Reporting and Investigation

1.3.10.1 *Reporting of Accidents and Incidents*

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

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

OR where:

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

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

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

1.3.10.2 *Accident and Incident Investigation*

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

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

1.3.11 Operational Control**1.3.11.1 Emergency Preparedness, Contingency Planning and Response**

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

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

1.3.11.2 First Aid

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

1.3.11.3 Security

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

1.3.11.4 Fall Protection (Working in Elevated Positions)

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

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

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

1.3.11.5 Structures

The Contractor shall ensure that:

- Steps are taken to ensure that no structure becomes unstable or collapses due to construction work being performed on it or in the vicinity of it
- No structure is overloaded to the extent where it becomes unsafe
- He/she has received from the designer the following information:
- Information on known or anticipated hazards relating to the construction work and the relevant information required for the safe execution of the construction work.
- A geo-scientific report (where applicable)
- The loading the structure is designed to bear
- The methods and sequence of the construction process
- All drawings pertaining to the design are on site and available for inspection

1.3.11.6 Temporary Works

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

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

1.3.11.7 Access Scaffolding

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

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

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

1.3.11.8 Construction Vehicles & Mobile Plant(CV&MP)

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

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

1.3.11.9 Electrical Installations

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

The Contractor shall ensure that:

- existing electrical services are located and marked before construction commences and during the progress thereof. Where this is not possible, workers with jackhammers etc. are to be protected against electric shock by the use of suitable protective equipment like insulated handles, rubber mats etc.
- electrical installations and -machinery are sufficiently robust to withstand working conditions on site.
- all electrical machinery used on site are inspected before start-up on a daily basis by a competent person and that a record of the inspection is kept in the Occupational Health & Safety File.

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

1.3.11.10 Housekeeping

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

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

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

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

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

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

1.3.11.12 Personal & Other Protective Equipment

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

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

1.3.11.13 Portable Electrical Tools & Equipment

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

1.3.11.14 Public Health & Safety

The Contractor is responsible for ensuring that non-employees affected by the construction work, like visitors, the surrounding community and passers-by, are made aware of the dangers likely to arise from the construction work as well as the precautionary measures to be observed to avoid or minimise these dangers.

Appropriate signage must be posted to this effect and all employees on site shall be instructed to ensure that non-employees are protected at all times. All non-employees entering the site must receive induction into the hazards and risks and the control measures

C4.1 Scope

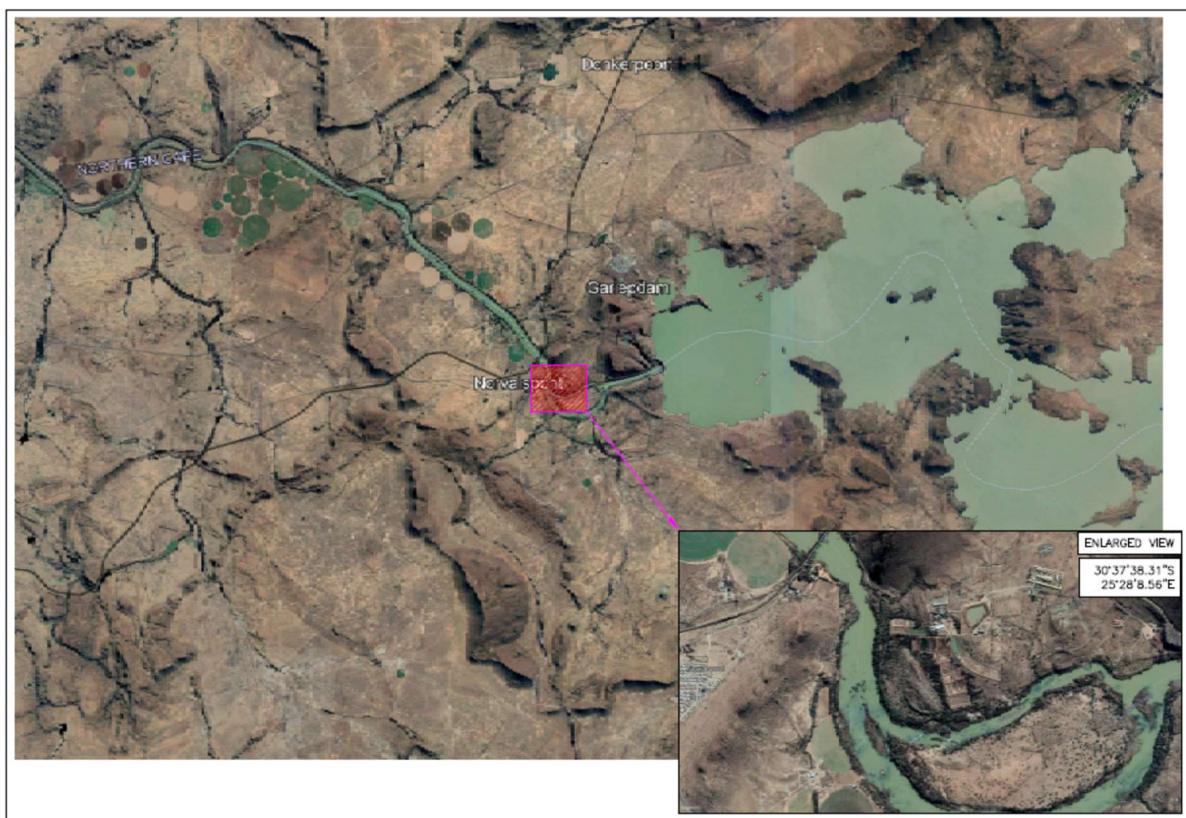
The documentation included describes the site as at the time of tender to enable the Tenderer to price his tender and to decide upon his method of working and programming.

C 4.2 NATURE OF GROUND AND SUBSOIL INVESTIGATIONS

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

C 4.3 EXISTING SERVICES

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



C 4.3 ENVIRONMENTAL REQUIREMENTS

FS DARD applied for authorisation for the establishment of the ATDC at Gareep Dam. dtteea Issued a RoD for the project and an EMP was compiled.

Attached in Annexure B are the:

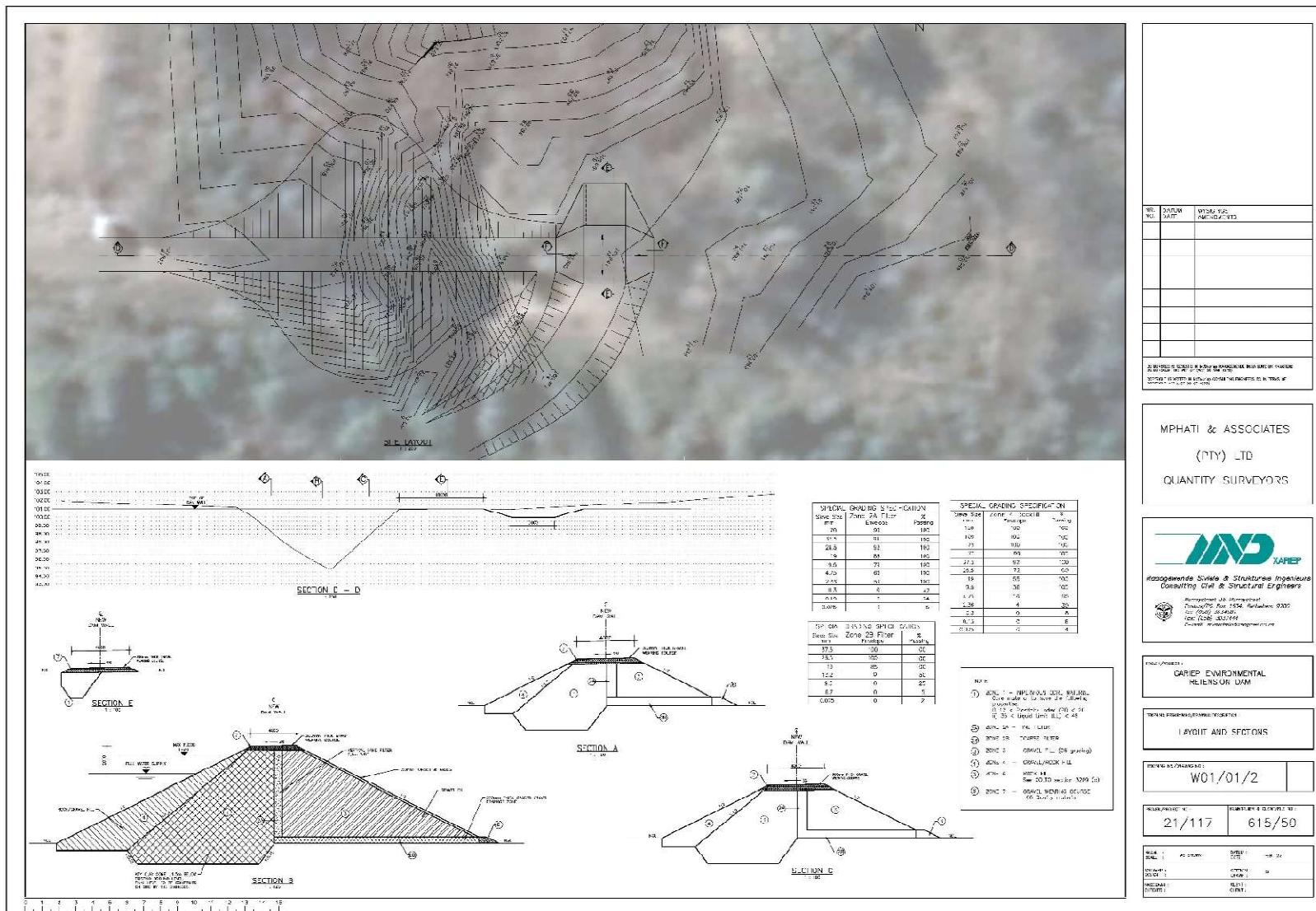
- RoD 2009/01/23
- Revised EMP 18 August 2009
- RoD Alien Species 2014

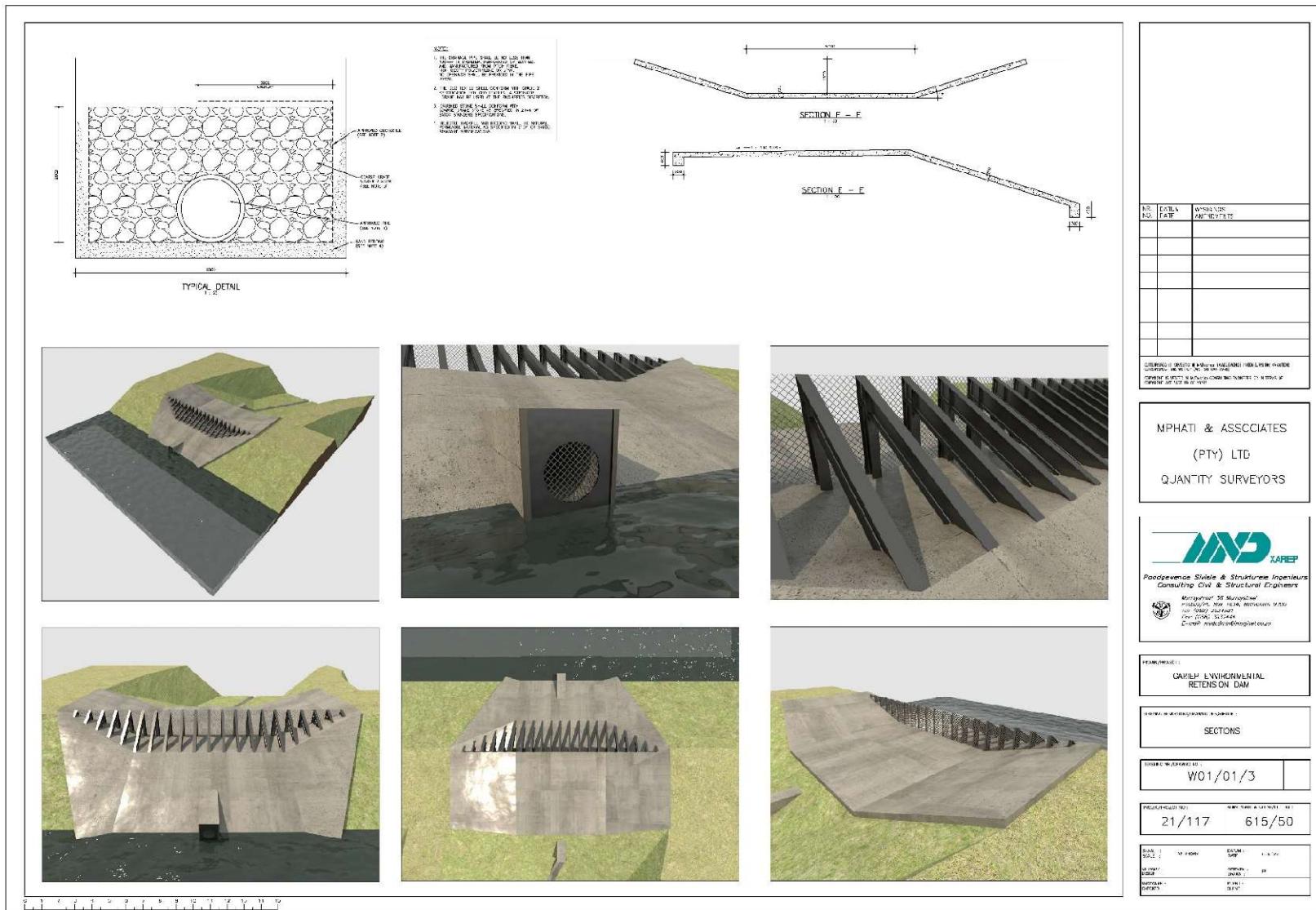
The site is environmentally sensitive and adherence to the EMP is compulsory and will be monitored. The Contractor must plan and price to adhere to the prescriptions.

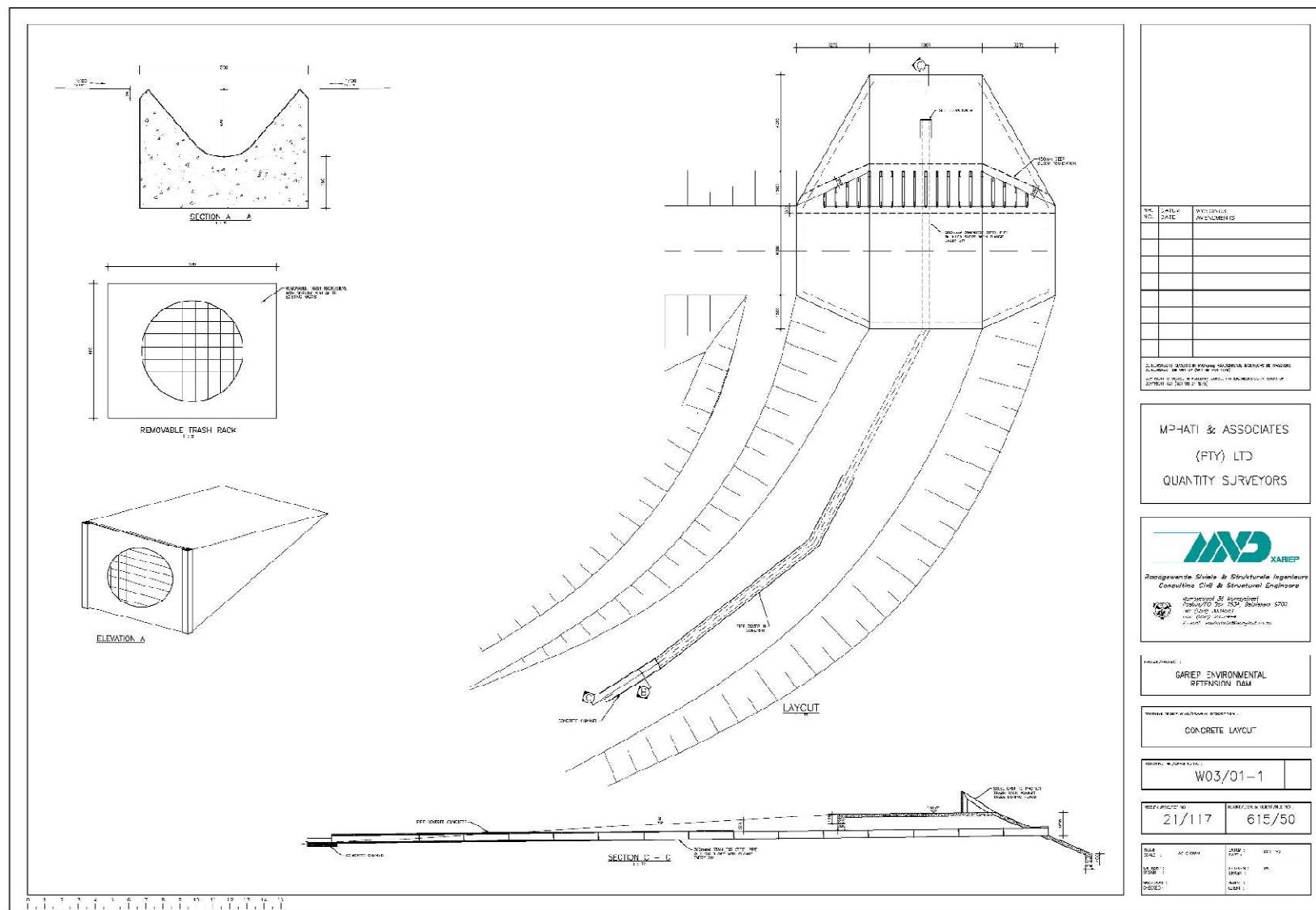
LIST OF DRAWINGS

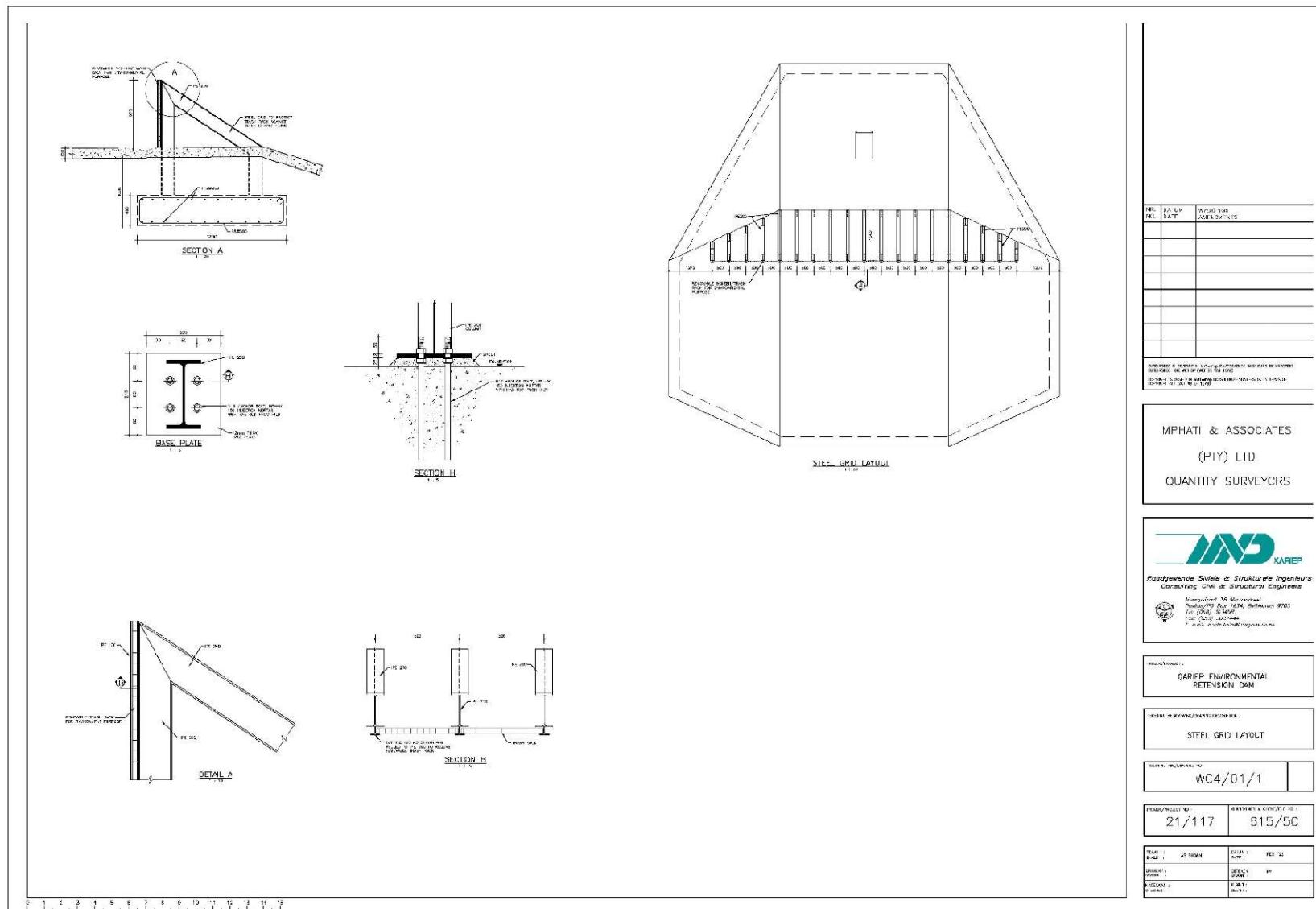
Drawing No.	Description
21/117/615/50/W01/01/1	Annexure 1: Existing Topographic layout
21/117/615/50/W01/01/2	Annexure 2: Layout and Sections
21/117/615/50/W01/01/3	Annexure 3: Sections
21/117/615/50/W03/01-1	Annexure 4: Concrete sections
21/117/615/50/W04/01/1	Annexure 5: Steel grid layout











ANNEXURE B: ENVIRONMENTAL

EMP and RODs here.

ANNEXURE C: GEOTECHNICAL REPORT

Geotechnical report here.