



INDEPENDENT DEVELOPMENT TRUST

**TENDERING PROCEDURES, RETURNABLE DOCUMENTS,
AGREEMENT AND CONTRACT DATA, SCOPE OF WORK AND SITE
INFORMATION**

**APPOINTMENT OF A CONTRACTOR FOR TSHEPONG HOSPITAL STORMWATER
PROJECT WITHIN THE DR KENNETH KAUNDA DISTRICT MUNICIPALITY, NORTH
WEST PROVINCE**

BID NO: DOH08NWER001/CON14

CLOSING DATE AND TIME: 18th SEPTEMBER 2026 at 12h00

Independent Development Trust

SCM / Technical Enquiries

E-mail: NWDOHTenders@idt.org.za

Bidder:

CIDB Registration Number:

CSD Registration Number:

CIPC Registration Number:

COIDA / FEM Certificate Number:

Contact Person:

Contact Details:

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The primary scope of works comprises the Upgrading of the stormwater drainage and fixing the roof leakages in Tshepong Hospital within Kenneth Kaunda District, North West Province. The works entails but not limited to the following

- (i) Stormwater
 - Augment Stormwater of the current stormwater drainage
 - Cleaning and erosion protection of the open drain.
 - Provide non-shrink cement mortar to the floor of the existing channel and shape to improve the slope and water flow.
 - Construct energy dissipaters at the overflow outlets.
 - Rehabilitate kerb inlets along the access road and cover with tamper proof grid to prevent ingress of deleterious materials.

(ii) Roofing

- Refurbishment or replacement of the roof at the casualty and administration building.
Replacement of some of the roof trusses.
- Replacement of some of the roof sheeting.
- Jet washing and repainting the roof.

Inspection of other roofs as directed by client.

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T1.1 BID NOTICE AND INVITATION TO BID

INDEPENDENT DEVELOPMENT TRUST

T1.1 Bid Notice and Invitation to Bid

APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE TSHEPONG HOSPITAL STORMWATER PROJECT WITHIN THE DR KENNETH KAUNDA DISTRICT MUNICIPALITY, NORTH WEST PROVINCE

BID NUMBER: DOH08NWER001/CON14

CLOSING DATE AND TIME: 18 SEPTMBER 2026 at 12H00

On behalf of the Department of Health, North West Province, the Independent Development Trust, invites bidders to tender for the **APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE TSHEPONG HOSPITAL STORMWATER PROJECT WITHIN THE DR KENNETH KAUNDA DISTRICT MUNICIPALITY.**

Only tenderers who hold a CIDB contractor grading of **7CE (CIVIL ENGINEERING) or higher; and comply with all the stipulated tender requirements and conditions will be eligible for consideration.**

Document will be available from the **26th August 2026.**

Tender documents can be downloaded from IDT website and National Treasury e-tender on the following link: http://www.idt.org.za/business_opportunities/current-tenders ,and www.treasury.gov.za

BID enquiries relating to the issues of these documents may be addressed to:

Bid Administration and Technical Enquiries

E-mail: NWDOHTenders@idt.org.za

Tender submissions must be placed in the designated tender box located at the IDT office at the following address:

INDEPENDENT DEVELOPMENT TRUST (NORTH WEST OFFICES)
4071 Joules Street
Industrial Site
MAHIKENG
2745

A compulsory clarification meeting with representatives of the employer will take place on site at TSHEPONG HOSPITAL WITHIN THE DR KENNETH KAUNDA DISTRICT MUNICIPALITY IN THE NORTH WEST PROVINCE on **04th SEPTEMBER 2026 starting at 10h00AM.** The site is accessible via the Van Deventer Street joining from the R 511 road. The central coordinates of the site are Longitude: 26053'57" S; Latitude: 26036'55" E. Tenderers must sign the attendance register in the name of the tendering entity.

Note: Bidders are requested and encouraged to arrive early before the commencement of the briefing session. No late arrivals will be allowed in the briefing meeting.

PLEASE NOTE THE FOLLOWING IMPORTANT DATES

- Compulsory Clarification Meeting (Site Inspection) Date: **04th SEPTEMBER 2026 at 10h00**
- Bid Closing Date: **18th SEPTEMBER 2026 @ 12h00PM**

The evaluation of the tender will be carried out in three (3) phases.

1. PHASE ONE: COMPLIANCE REQUIREMENTS

Only bidders, who meet the following requirements will be eligible for further evaluation. **(Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration)**

1.1. ADMINISTRATIVE REQUIREMENTS/ DOCUMENTATION

- 1.1.1. Submission of fully completed and signed Invitation to Bid (SBD 1).
- 1.1.2. Submission of fully completed and signed Bidder's Disclosure (SBD 4).
- 1.1.3. Submission of fully completed and signed Preference points claim form in terms of PPPFA, Procurement Regulations 2022 (SBD 6.1)
- 1.1.4. Confirmation of Receipt of Addenda to Bid Documents, if applicable

The IDT reserves its rights to request the information or documentation in accordance with the provisions of the Promotion of Administrative Justice Act (PAJA), which shall be submitted within seven (7) calendar days from request and failure to submit will result in disqualification.

1.2. MANDATORY REQUIREMENTS/ DOCUMENTATION

- 1.2.1 Letter of Authority for signatory or Board / company resolution
- 1.2.2 The bidder must be registered with CIDB and provide CIDB Number active **Grade 7CE or higher** (JV's to submit consolidated active CIDB Grading, which equates to the required grading or higher)
- 1.2.3 Valid and active Letter of good standing obtainable from Department of Labour (COIDA or Tender letter or FEM certificate). (If JV, all partners must submit COIDA or FEM Certificates or Tender letter)
- 1.2.4 Attendance to the compulsory site briefing meeting - Briefing session attendance register must be signed during briefing Meeting.
- 1.2.5 The Form of Offer must be fully completed, signed and witnessed in the tender document.

- 1.2.6 Joint Venture (JV) agreement, **if applicable**, JV agreement must be signed by all parties of the JV.
- 1.2.7 The bidder must be registered on Central Supplier Database (CSD) and provide MAAA Number to verify registration) before submitting the bid.
- 1.2.8 Active **SACPCMP** Professional registration for the Construction Manager / Construction Project Manager (**Pr. CM/CPM**) assigned to this project
- 1.2.9 Active **SACPCMP** Professional registration for the Construction Health and Safety person as CHSO, CHSM or CHSA for the person that will be assigned to play a role of health and safety officer for this project.
- 1.2.10 The bidder must be registered with Company Incorporation Property Commission (CIPC) and provide source of verification (In the case of JV, all parties must submit company registration with CIPC).
- 1.2.11 The Bill of Quantities (BOQ) must be submitted in its entirety. All applicable items must be priced, and any non-applicable items must be clearly indicated as “Not Applicable (N/A)”

Note:

- Failure to submit any of the above documents / requirements shall result in disqualification of the bid.
- If any of the Directors are in the Employment of the State, the Regulation 13(c) of the Public Service Regulations, 2016 provides that an employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act. In alignment with Directive on conducting business with an organ of state issued by the minister of Public Service and Administration - 21 February 2024.
- If the bidder is listed on National Treasury List of Restricted Suppliers shall result in disqualification of the bid.
- If any of its Directors are Listed on the Register of Defaulters shall result in disqualification of the bid.

Non-Compulsory Document, but mandatory to comply with prior to award of the bid

- Tax Compliance Letter with a unique pin for verification

In accordance with National Treasury Instruction No. 9 of 2017/18, the IDT will verify the tax compliance status of the recommended bidder prior to the award of the Bid.

Where the recommended bidder is found to be non-compliant with its tax obligations, the IDT will notify the bidder in writing of its non-compliant status and afford the bidder seven (7) working days to submit written proof from the South African Revenue Service (SARS) confirming its tax compliance status, or written proof that the bidder has made an arrangement with SARS to meet its outstanding tax obligations.

The bidder's tax compliance status or proof of such arrangement will be verified by the IDT through the applicable SARS/eFiling or Central Supplier Database (CSD) verification process.

Should the recommended bidder fail to provide the required written proof within the stipulated seven (7) working days, the IDT will reject the Bid.

Only bidders who meet all mandatory requirements will be evaluated further on functionality.

2. PHASE TWO: FUNCTIONALITY CRITERIA

Phase 2 entails the process of the evaluation of functionality, technical requirements. Only Bidders will meet the overall threshold of 70% (70 Points) or above of the total functionality, quality point will be eligible to be evaluated under phase 3. The table below, specifies in the functionality, technical criteria to be considered under the evaluation.

In Addition to achieving the overall minimum qualifying score for functionality, Bidders shall achieve the minimum threshold stipulated for each critical evaluation criterion. Failure to achieve the minimum threshold in any criterion shall render the Bid non responsive for further evaluation.

Criteria	Maximum Points Allocation	Minimum Points
Relevant Previous Experience on completed projects of a similar nature and value undertaken in the last ten (10) years (Refer to Form T2.2.2)	35 points	17 points
Signed and stamped client references on the same projects listed above OR Signed and Contactable reference letters from previous clients.	15 points	6 points
Qualifications, Skills and Experience of project key personnel	35 points	20 points
Financial Viability	15 points	10 points
Total	100 points	
NB: Minimum qualifying functionality overall threshold is 70 points out 100		

Similar Nature of work for evaluation Civil Engineering works related projects, (No points will be allocated for other nature and value of works like, RDP/low cost housing projects, Transport Projects, Traffic Engineering Projects, and Electrical & Mechanical Engineering projects)

Supporting Documents Required

- Particulars of Tender's Projects (Appointment letters and proof of completion)
- Client References
- CV of Key Personnel including the OHS
- Originally certified copies of Certificates/qualifications (not older than 6 Months)
- Copies of all Professional Registrations of Staff.
- Signed and stamped financial documentation

Only bidders who are competent and who have achieved the minimum functionality threshold of 70 points or higher will be evaluated on 80/20 (Price / Specific Goals) points based on the Preferential Procurement Regulations of 2022.

3. PHASE THREE: PREFERENTIAL POINT SYSTEM

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:

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—

The 80/20 Preferential Point System will be applied, where 80 points will be allocated for price and 20 points for specific goals. The 80/20 system will be used since the estimated value for this project is less than the R50 000 000 (all applicable taxes included).

(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)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women Ownership	6	
Youth Ownership	6	
People with Disabilities Ownership	4	
Black Ownership	4	
Total points for Price and SPECIFIC GOALS	100	

Source Documents to be submitted with the Tender:

The following source documents must be submitted with the bid in order to claim points. Failure to provide any of the required documents will result in zero points being allocated.

- CIPC Company Registration Document must be submitted for verification purposes. If ownership details are not reflected on the CIPC document, a Share Certificate must also be submitted as proof of ownership.
- Woman ownership - Originally Certified ID Document not older than 6 months
- Youth ownership - Originally Certified ID Document not older than 6 months
- People with Disability (Letter from the Dr. Confirming the Disability signed with verifiable contact details)
- Black Ownership (Originally Certified ID Document not older than 6 months)

CSD full report will be used in support of the above mentioned documentation to verify specific goals

A compulsory site briefing / clarification meeting will be held on **04th September 2026 at 10h00** at the **Tshepong Hospital, Jouberton, Klerksdorp**. The GPS coordinates are **Longitude: 26053'57" S; Latitude: 26036'55" E**

Note: Bidders are requested and encouraged to arrive early before the commencement of the briefing session. No late arrivals will be allowed in the briefing meeting.

The IDT may conduct a risk assessment on recommended bidder/s. Bidders are requested to price each line item of the Bills of Quantities (BOQ) in black ink. Should the bidder/s be deemed too risky to complete the project based on the IDT's risk assessment report, they will be subjected for further clarification.

Tender Documents may be downloaded from the IDT's website following the link <http://www.idt.org.za/business-opportunities/current-tenders/> as well as on the e-tenders portal, www.etenders.gov.za / www.treasury.gov.za Tenders must only be submitted on the tender documentation that is downloaded from the stipulated websites. The retyping of the tender document is not permitted.

All SCM and Technical enquiries relating to this bid must be directed in writing to NWDOHTenders@idt.org.za during office hours (08h30 – 17h00) weekdays.

Enquiries will be accepted until the 11th September 2026 at 17h00. No Verbal or telephonic queries will be attended to. Any attempt to verbally contact the IDT's Agent or IDT's employee to influence outcome of this tender will lead to disqualification.

On submission of Tender documents, the bidder must submit a signed original bid document in hard copy.

Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the Tender Data. (Refer to Section T1.2)

The bid closing date is **18th September 2023 at 12h00** and bids shall be submitted in the tender box at IDT's North West Regional Office;

**4071 Joules Street
Industrial Site
Mahikeng
2735**

Coordinates: -25.840572823247275, 25.635841809942292

Telegraphic, telephonic, telex, facsimile, e-mail and late bids **WILL NOT** be accepted.

The Independent Development Trust does not bind itself to accept the lowest or any particular bid.

T1.2 BID DATA

INDEPENDENT DEVELOPMENT TRUST

APPOINTMENT OF A CONTRACTOR FOR TSHEPONG HOSPITAL STORMWATER PROJECT WITHIN THE DR KENNETH KAUNDA DISTRICT MUNICIPALITY, NORTH WEST PROVINCE

T1.2 Bid Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annexure to this Tender Data.

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 it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The additional conditions of bid are:

Clause number	BID DATA FOR THE APPOINTMENT OF A CONTRACTOR FOR TSHEPONG HOSPITAL STORMWATER PROJECT WITHIN THE DR KENNETH KAUNDA DISTRICT MUNICIPALITY, NORTH WEST PROVINCE.– BID NUMBER: DOH08NWER001/CON14
F.1.1	The employer is the Independent Development Trust on behalf of the Department of Health, North West Province .
F.1.2	The bid documents issued by the employer comprises: THE BID Part T1: Bidding procedures T1.1 Bid notice and invitation to bid T1.2 Bid data Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules THE CONTRACT Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Contract Skills Development Goal (CSDG) C1.4 Form of Guarantee C1.5 Adjudicator's agreement C1.6 Agreement in terms of Occupational Health and Safety Part C2: Pricing data C2.1 Pricing instructions C2.2 Bills of quantities Part C3: Scope of work C3 Scope of work Part C4: Site Information C4 Site Information

F.1.4	The employer's agent is: APHANE CONSULTING PTY LTD Mr. Victor Rakosa 60 Second Avenue, Alberton, 1448 Tel: (011) 9076700 E- mail: admin@aphane.co.za
F.2.1	Eligibility
F.2.1.1	Submit a tender offer only if the Tenderer satisfies the criteria stated hereunder and if the Tenderer, or any of his principals, is not under any restriction to do business with the employer (IDT) or the North West Department of Health
F.2.1.1.1	Only those bidders who satisfy the following eligibility criteria are eligible to submit tenders: 1.1 ADMINISTRATIVE REQUIREMENTS/ DOCUMENTATION 1.1.1 Submission of fully completed and signed Invitation to Bid (SBD 1). 1.1.2 Submission of fully completed and signed Bidder's Disclosure (SBD 4). 1.1.3 Submission of fully completed and signed Preference points claim form in terms of PPPFA, Procurement Regulations 2022 (SBD 6.1) 1.1.4 Confirmation of Receipt of Addenda to Bid Documents, if applicable The IDT reserves the right to request information or documentation in accordance with the provisions of the Promotion of Administrative Justice Act (PAJA). 1.2 MANDATORY REQUIREMENTS/ DOCUMENTATION Only bidders, who meet the following requirements will be eligible for further evaluation. (Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration) 1.2.1 Letter of Authority for signatory or Board / company resolution 1.2.2 The bidder must be registered with CIDB and provide CIDB Number active Grade 7CE or higher (JV's to submit consolidated active CIDB Grading, which equates to the required grading or higher) 1.2.3 Valid and active Letter of good standing obtainable from Department of Labour (COIDA or Tender letter or FEM certificate). (If JV, all partners must submit COIDA or FEM Certificates) 1.2.4 Attendance to the compulsory site briefing meeting - Briefing session attendance register must be signed during briefing Meeting. 1.2.5 The Form of Offer must be fully completed, signed and witnessed in the tender document. 1.2.6 Joint Venture (JV) agreement, if applicable, JV agreement must be signed by all parties of the JV 1.2.7 The bidder must be registered on Central Supplier Database (CSD) and provide MAAA Number to verify registration) before submitting the bid. 1.2.8 Active SACPCMP Professional registration for the Construction Manager / Construction Project Manager (Pr. CM/CPM) assigned to this project 1.2.9 Active SACPCMP Professional registration for the Construction Health and Safety person as CHSO, CHSM or CHSA for the person that will be assigned to play a role of health and safety officer for this project. 1.2.10 The bidder must be registered with Company Incorporation Property Commission (CIPC) and provide source of verification (In the case of JV, all parties must submit company registration with CIPC). 1.2.11 The Bill of Quantities (BOQ) must be submitted in its entirety. All applicable items must be priced, and any non-applicable items must be clearly indicated as "Not Applicable (N/A)" Note: • Failure to submit any of the above documents / requirements shall result in disqualification of the bid. • If any of the Directors are in the Employment of the State, the Regulation 13(c) of the Public Service Regulations, 2016 provides that an employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act. In alignment with Directive on conducting business with an organ of state issued by the minister of Public Service and Administration - 21 February 2024.

	• If the bidder is listed on National Treasury List of Restricted Suppliers shall result in disqualification of the bid. • If any of its Directors are Listed on the Register of Defaulters shall result in disqualification of the bid. Tax Compliance Status is a mandatory requirement if the bidder is recommended for award. • The bidder must provide it's Tax Compliance Letter with the unique pin for verification. In accordance with National Treasury Instruction No. 9 of 2017/18, the IDT will verify the tax compliance status of the recommended bidder prior to the award of the Bid. Where the recommended bidder is found to be non-compliant with its tax obligations, the IDT will notify the bidder in writing of its non-compliant status and afford the bidder seven (7) working days to submit written proof from the South African Revenue Service (SARS) confirming its tax compliance status, or written proof that the bidder has made an arrangement with SARS to meet its outstanding tax obligations. The bidder's tax compliance status or proof of such arrangement will be verified by the IDT through the applicable SARS/eFiling or Central Supplier Database (CSD) verification process. Should the recommended bidder fail to provide the required written proof within the stipulated seven (7) working days, the IDT will reject the Bid.
F.2.1.1.2	CIDB Grading In order to be considered for an appointment in terms of this bid, the bidder must be registered with the CIDB in a contractor grading designation of a Grade 7CE class of construction work. Joint ventures are eligible and preferred, with particular reference to local participation, and may submit tenders provided that they: • Submit a valid Joint Venture Agreement; • Clearly indicate the lead partner and the contribution of each partner; • Meet all tender requirements; and • Provide all required supporting documentation. • All parties of the joint venture are registered with the CIDB • The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to 7CE or higher contractor grading designation determined in accordance with the sum tendered for a (CE) CIVIL ENGINEERING class of construction work
F.2.1.1.3	Key Personnel In order to be considered for an appointment in terms of this bid, the bidder must have the following key personnel in its permanent employment at the close of the bid. Alternatively, a signed undertaking from an organization having the required personnel, stating that they will undertake the necessary work on behalf of the bidder in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to the "Key Personnel" schedule, Part T2.2: Returnable Schedules. Individuals must be identified for each of the key personnel listed on the "Key Personnel" schedule, PartT2.2: Returnable Schedules. Where the key personnel are no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 5 working days replace the key personnel listed on the "Key Personnel" schedule, Part T2.2: Returnable Schedules with a person with equivalent competencies and subject to approval by the employer.
F.2.6	Acknowledge addenda Acknowledge receipt of addenda to the bid documents, which the employer may issue, and if necessary apply for an extension to the closing time. If the Addenda has financial implications, failure to acknowledge the addenda may eliminate your bid from evaluation. This is due to incomparability of offers with the rest of the bidders

Clause number	BID DATA FOR THE APPOINTMENT OF A CONTRACTOR FOR TSHEPONG HOSPITAL STORMWATER PROJECT WITHIN THE DR KENNETH KAUNDA DISTRICT MUNICIPALITY, NORTH WEST PROVINCE.– BID NUMBER: DOH08NWER001/CON14
F.2.7	Clarification Meeting A compulsory site briefing / clarification meeting will be held on 04th September 2026 at 10h00 at the Tshepong Hospital, Jouberton, Klerksdorp. The GPS coordinates are Longitude: 26053'57" S; Latitude: 26036'55" E Bidders shall sign the attendance register in the name of the bidding entity. Addenda if any will be issued to bidders appearing on the site briefing attendance register. Note: Bidders are advised to allow enough travelling time to the briefing meeting.
F.2.8	Seek clarification Bidders can request clarification of the bid documents, if necessary, by notifying the employer in writing to NWDOHTenders@idt.org.za during office hours (08h30 – 17h00) weekdays at least 5 (five) working days before the closing time and date stated in F.2.15.
F.2.9	Insurances Refer to contract data for insurance requirements. (Refer to Section C1.2)
F.2.11	Alterations to documents Do not make any alterations or additions to the bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the bidder. All signatories to the bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
F.2.12	Alternative Bid Offers No alternative tender offers will be considered.
F.2.13	Submitting a Bid Offer
F.2.13.4	The bidder will sign the original of the bid offer.
F.2.13.5	The bidder must submit tender offer in a sealed envelope. (Clearly marked THE APPOINTMENT OF A CONTRACTOR FOR TSHEPONG HOSPITAL STORMWATER PROJECT WITHIN THE DR KENNETH KAUNDA DISTRICT MUNICIPALITY, NORTH WEST PROVINCE– BID NUMBER: DOH08NWER001/CON14 On submission of Tender documents, the bidder must submit a signed original bid document in hard copy and one softcopy of the bid document using USB-memory stick / Disc (read only). The bid document softcopy on the USB-memory stick should be indexed the same way as the original bid hard copy document for ease of reference.
F.2.13.6	Two-envelope system – not applicable
F.2.13.7	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Employer's address: North West Regional Office 4071 Joules Street Industrial Site Mahikeng 2735
F.2.13.9	Identification details: Tender No: DOH08NWER001/CON14 Description: THE APPOINTMENT OF A CONTRACTOR FOR TSHEPONG HOSPITAL STORMWATER PROJECT WITHIN THE DR KENNETH KAUNDA DISTRICT MUNICIPALITY, NORTH WEST PROVINCE Tender offers submitted by facsimile, e-mail or reproduced will be rejected by the employer. Tender documents must be submitted in an original format as issued by the employer.

Clause number	BID DATA FOR THE APPOINTMENT OF A CONTRACTOR FOR TSHEPONG HOSPITAL STORMWATER PROJECT WITHIN THE DR KENNETH KAUNDA DISTRICT MUNICIPALITY, NORTH WEST PROVINCE.– BID NUMBER: DOH08NWER001/CON14
F.2.15	Closing Time of Tender
F.2.15.1	The closing time for submission of tender offers is by no later than 18th Sept 2026 at 12h00. Location of tender box: North West Regional Office 4071 Joules Street Industrial Site Mahikeng 2735 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	Tender Offer Validity
F.2.16.1	The bidder is required to hold the bid offer valid for a period of 120 calendar days (<i>from the bid closing date</i>)
F.2.19	Inspections, Tests and Analysis
	Access shall be provided for inspections, tests and analysis as may be required by the employer.
F.2.23	Certificates
	The bidder is required to submit with his tender a Contractor Registration number issued by the Construction Industry Development Board (CIDB). The bidder is required to submit with his tender the MAAA Number to verify registration with the Central Supplier Database (CSD). The bidder is required to submit with his tender professional registration certificates for the key personnel requested.
F3.5	Two-envelope system – not applicable
F.3.1	Evaluation of Tender Offers
	The procedure for the evaluation of a responsive tender will be in terms of the Preferential Procurement Regulations 2022 on a 80/20 or 90/10 preference point system.
F.3.11.3	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: 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.

Clause number	BID DATA FOR THE APPOINTMENT OF A CONTRACTOR FOR TSHEPONG HOSPITAL STORMWATER PROJECT WITHIN THE DR KENNETH KAUNDA DISTRICT MUNICIPALITY, NORTH WEST PROVINCE.– BID NUMBER: DOH08NWER001/CON14																	
F.3.11.8	Scoring Preference Table 1: Specific goals for the tender and points claimed are indicated per the table below. <i>(Note to organs of state: Where either the 80/20 preference point system is applicable, corresponding points must also be indicated as such.</i> <i>Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)</i> <table><tr><th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system) (To be completed by the organ of state)</th><th>Number of points claimed (80/20 system) (To be completed by the tenderer)</th></tr><tr><td>Women Ownership</td><td>6</td><td></td></tr><tr><td>Youth Ownership</td><td>6</td><td></td></tr><tr><td>People with Disabilities Ownership</td><td>4</td><td></td></tr><tr><td>Black Male Ownership</td><td>4</td><td></td></tr></table> Source Documents to be submitted with the Tender: The following source documents must be submitted with the bid in order to claim points. Failure to provide any of the required documents will result in zero points being allocated. • CIPC registration Document must be submitted for verification purposes. If ownership details are not reflected on the CIPC document, a Share Certificate must also be submitted as proof of ownership. • Woman ownership - Originally Certified ID Document not older than 6 months • Youth ownership - Originally Certified ID Document not older than 6 months • People with Disability (Letter from the Dr. Confirming the Disability signed with verifiable contact details) • Black Ownership (Originally Certified ID Document not older than 6 months) CSD full report will be used in support of the above mentioned documentation to verify specific goals			The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Women Ownership	6		Youth Ownership	6		People with Disabilities Ownership	4		Black Male Ownership	4	
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)																
Women Ownership	6																	
Youth Ownership	6																	
People with Disabilities Ownership	4																	
Black Male Ownership	4																	

F.3.11.9

The quality criteria and maximum score in respect of each of the criteria are as follows:

Criteria	Maximum Points Allocation	Minimum Points
A. Relevant Previous Experience on completed projects of asimilar nature and value in the last ten (10) years	35 points	17 points
B. Signed and stamped client references on the same projects listed above OR Signed and Contactable reference letters from previous clients.	15 points	6 points
C. Qualifications, Skills and Experience of project key Personnel	35 points	20 points
D. Financial Viability	15 points	10 points
Total	100 points	
NB: Minimum qualifying functionality threshold is 70 points out 100		

NB: Bidders must obtain a minimum overall score of 70 out of 100 points for functionality. Furthermore, bidders must achieve the minimum threshold prescribed for each evaluation criterion. Failure to meet the minimum threshold for any critical criterion shall render the bid non-responsive.

A. RELEVANT PREVIOUS EXPERIENCE ON COMPLETED PROJECTS OF A SIMILAR NATURE AND VALUE IN THE LAST TEN (10) YEARS (35 POINTS):

Points allocated for proven track record based on previous projects executed to completion by the bidder in consideration of similar kind and complexity. The similarity refers to Civil Engineering works related projects, (No points will be allocated for other nature and value of works like, RDP/low cost housing projects, Transport Projects, Traffic Engineering Projects, and Electrical & Mechanical Engineering projects)

To score points on this item, the following must be submitted:

- Signed appointment letter(s) in the relevant official Client letterhead clearly showing the project value / amount
- Signed proof of project completion from the client confirming completion of such a project. (i.e. Completion Certificate or letter)
- For subcontracted work, submit the appointment letter and proof of project completion as stated in (i) & (ii) together with the appointment letter and proof of project completion for the main contractor

NOTE: Failure to submit any of the above requirements will result in no points being awarded to the bidder.

Evaluation points will be awarded in terms of the below table :

	Similar completed projects (as per CIDB Grade 7CE & above – Tender Value Limit between R 20 000 001 and above	Similar completed projects (as per CIDB Grade 6CE – Tender Value Limit between (R 10 000 001 to R 20 000 000)	Similar Completed projects (as per CIDB Grade 5CE – Tender Value Limit between R 6 000 000 to R 10 000 000)	Non-Submission, Irrelevant Evidence, Incomplete Evidence
Project A	7	5	3	0
Project B	7	5	3	0
Project C	7	5	3	0
Project D	7	5	3	0
Project E	7	5	3	0
Points	35	25	15	0

NOTE: Failure to submit any of the above requirements will result in no points being awarded to the bidder.

B. SIGNED AND STAMPED CLIENT REFERENCE FORMS ON THE SAME PROJECTS LISTED ABOVE OR SIGNED AND CONTACTABLE REFERENCE LETTERS FROM PREVIOUS CLIENTS. (15 Points)

To score points on this item, the following must be submitted:

- i. Signed and stamped client references in the forms supplied in this document, or
- ii. Signed and verifiable reference letters from previous clients on official client letterheads, including contact details of the relevant client representative.

Note: Failure to submit any of the above requirements will result in no points being awarded to the bidder.

Evaluation points will be awarded in terms of the following table:

Projects	Overall Assessment by Client			
	Poor	Average	Good	Excellent
Project A	0	1	2	3
Project B	0	1	2	3
Project C	0	1	2	3
Project D	0	1	2	3
Project E	0	1	2	3
Total Number of Points	0	5	10	15

C. QUALIFICATIONS, SKILLS AND EXPERIENCE OF PROJECT KEY PERSONNEL (35 POINTS):

To score points on this item, the following must be submitted:

- i. Project team Organogram to confirm personnel
- ii. Relevant originally certified evidence of qualifications for the allocated required Key Project Resources (certification must not be older than 6 months)
- iii. Curriculum Vitae
- iv. Active and valid professional registration certificate or a letter of good standing from the respective council.

Evaluation points will be awarded in terms of the following tables (28 points):

Category	Professional Registration (5 points)	Qualification within the Built Environment (9 points)			Years of experience within the Built Environment (14 points)			
	(SACPCMP & ECSA)	Degree (NQF 7) or higher	Diploma (NQF 6)	National Senior Certificate (NQF 4) similar	10 or above years	5 - 9 years	1 - 4 years	< 1 year
Project / Contract Manager	5	4	3	2	5	4	3	1
Site Agent	Not required	3	2	1	5	4	3	1
Foreman	Not required	2	1	1	4	3	2	1
Total Points	5	9	6	4	14	11	8	3

Evaluation points will be awarded in terms of the following table B (7 points):																										
Category		Description		Points																						
Construction Health and Safety Resource	Valid and active Professional Registration with SACPCMP (Mandatory)		7																							
	Irrelevant evidence, No submission		0																							
Where any of the key personnel allocated to this project is no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 5 working days provide replacement with a person with equivalent competencies subject to approval by the employer. E. FINANCIAL VIABILITY (15 POINTS): Points are allocated to contractors who provide at least one of the following verifiable documents: <table><tr><td colspan="2">Description</td><td>Points</td></tr><tr><td rowspan="3">Signed and stamped bank rating Code “A” of R2 Million or higher over the period of 12 Months, dated within twelve (12) months prior to the tender closing date; or Annual financial statements Not older than 12 months with Cash & Cash Equivalent of R2 Million and above, signed by an accountant and company director; or signed and stamped bank-issued confirmation of an approved overdraft facility of not less than R2 million, dated within twelve (12) months prior to the tender closing date</td><td></td><td rowspan="3">15</td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td rowspan="3">Signed and stamped bank rating Code “B” of R1 Million or higher over the period of 12 Months, dated within twelve (12) months prior to the tender closing date; or Annual financial statements Not older than 12 months with Cash & Cash Equivalent of R1 Million and above, signed by an accountant and company director; or signed and stamped bank-issued confirmation of an approved overdraft facility of not less than R1 million, dated within twelve (12) months prior to the tender closing date</td><td></td><td rowspan="3">10</td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td colspan="2">Non-Submission and thresholds lower than above</td><td></td><td colspan="2">0</td></tr></table> NOTE: Points will be scored if at least one of the required documents listed above is submitted. Failure to submit will result in zero points for these criteria					Description		Points	Signed and stamped bank rating Code “A” of R2 Million or higher over the period of 12 Months , dated within twelve (12) months prior to the tender closing date; or Annual financial statements Not older than 12 months with Cash & Cash Equivalent of R2 Million and above, signed by an accountant and company director; or signed and stamped bank-issued confirmation of an approved overdraft facility of not less than R2 million , dated within twelve (12) months prior to the tender closing date		15					Signed and stamped bank rating Code “B” of R1 Million or higher over the period of 12 Months , dated within twelve (12) months prior to the tender closing date; or Annual financial statements Not older than 12 months with Cash & Cash Equivalent of R1 Million and above, signed by an accountant and company director; or signed and stamped bank-issued confirmation of an approved overdraft facility of not less than R1 million , dated within twelve (12) months prior to the tender closing date		10					Non-Submission and thresholds lower than above			0	
Description		Points																								
Signed and stamped bank rating Code “A” of R2 Million or higher over the period of 12 Months , dated within twelve (12) months prior to the tender closing date; or Annual financial statements Not older than 12 months with Cash & Cash Equivalent of R2 Million and above, signed by an accountant and company director; or signed and stamped bank-issued confirmation of an approved overdraft facility of not less than R2 million , dated within twelve (12) months prior to the tender closing date		15																								
Signed and stamped bank rating Code “B” of R1 Million or higher over the period of 12 Months , dated within twelve (12) months prior to the tender closing date; or Annual financial statements Not older than 12 months with Cash & Cash Equivalent of R1 Million and above, signed by an accountant and company director; or signed and stamped bank-issued confirmation of an approved overdraft facility of not less than R1 million , dated within twelve (12) months prior to the tender closing date		10																								
Non-Submission and thresholds lower than above			0																							
Quality Formula	WQ=W2 x So/Ms		Formula used to calculate Functionality points																							
	W2 =Total evaluation points for functionality as per Scorecard																									
	So = Functionality points allocated to the bidder under consideration																									
	Ms =Maximum possible score for functionality in respect of a submission																									
Minimum points to be scored for Functionality is 70%																										
		Formula 2 Option 1,A=(1- {p-pm/pm})	Formula used to																							

<u>FINANCIAL OFFER/PRICE</u>	80/90	pm =The comparative Price offer of the mean/average qualifying tenderer	calculate Financial Offer/Price points	
		p =The comparative offer of the tender under consideration		
	80/90			

Notes:

1. Bidders are required to score minimum points of 70% for Functionality as stated in the tender data
2. Bidders who fail to meet the required minimum number of points for functionality as stated in the tender data shall be disqualified
3. Bidders who fail to disclose mandatory required information as per the returnable schedules shall be disqualified

4. Bidders to submit the following for means of verification:

- a) Project list of similar completed projects
- b) Certified certificates of qualification of key staff and CV's including references
- c) Traceable References for projects completed
- d) Proof of financial capacity

Clause number	BID DATA FOR THE APPOINTMENT OF A CONTRACTOR FOR TSHEPONG HOSPITAL STORMWATER PROJECT WITHIN THE DR KENNETH KAUNDA DISTRICT MUNICIPALITY, NORTH WEST PROVINCE.– BID NUMBER: DOH08NWER001/CON14
F.3.13	Acceptance of Bid Offers
F.3.13.1	Bid offers will only be accepted if: a) the bidder has submitted Tax Compliance Letter with a unique pin issued by the South African Revenue Services; b) the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation; c) the bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; d) the bidder has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; e) the bidder has completed the Declaration of Interest and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process and persons in the employ of the state are not permitted to submit tenders; f) if there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process g) the bidder has submitted the CIPRO documentation and certified copies of ID's for all directors; h) the bidder completed, signed and witnessed form of offer; i) the bidder is in good standing with Compensation for Occupational Injuries and Disease Act (COIDA) or FEM; j) the bidder has submitted a fully priced Bill of Quantities; k) The bidder attended a compulsory briefing session and completed attendance register or certificate of attendance is signed by the representative of the Employer. l) The bidder is required to submit with his bid a Certificate of Contractor Registration issued by the Construction Industry Development Board and proof of Registration on the Central Supplier Database (CSD) with a Compliant Tax Status; copy of the tax clearance with Tax Compliance Pin issued by the South African Revenue Services. m) The bidder and all its directors are South African Citizens (For National Key Point Projects).

F.3.14	Notice to Unsuccessful Bidders Should bidders not hear from the IDT within One hundred and twenty (120) calendar days of closure, they should consider their submission unsuccessful. Award will be posted on e-tender and CIDB website within 21 days of award. No written notification directed to each bidder will be issued by the Employer to unsuccessful bidders.
F.3.18	Provide Copies of the Contract The number of paper copies of the signed contract to be provided by the employer is one.
	The additional conditions of bid are: 1 The employer is not obliged to accept the lowest or any bid.

ANNEXURE F: STANDARD CONDITIONS OF BID

(As contained in ADDENDUM F of the CIDB Standard for Uniformity in Construction Procurement)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **Conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) Incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **Comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

- F.1.5.1** An employer may, prior to the award of the tender, cancel a tender if-
- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
 - b) funds are no longer available to cover the total envisaged expenditure; or
 - c) no acceptable tenders are received.
 - d) there is a material irregularity in the tender process.
- F.1.5.2** The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.
- F.1.5.3** An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

- F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system (Not Applicable for this Bid)

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer and/or the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

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

F.2.2 Cost of tendering

F.2.2.1

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

F.2.2.2

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data. The tenderer is encouraged to go through all contents of the tender document as seek clarification where applicable. Any assumptions made by the bidder without prior confirmation by the Employer and his agent shall be at the tenderers own risk.

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

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

F.2.13 Submitting a bid offer

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

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

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

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

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and

identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

offer as non-responsive.

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

F.2.18.3

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions by the IDT's SCM Unit. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened publicly.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 on the IDT's website.

F.3.5 Two-envelope system (Not Applicable for this bid)

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

F.3.9.4

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

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

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

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

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

The activities associated with evaluating tender offers are as follows:

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

F3.11.1 General

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Registration of the award

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

SPECIAL CONDITIONS OF TENDER

F.4 Special Conditions of Tender

F.4.1 General

The Special Conditions of Principal Contract Tender generally contain clauses that are either deemed to be additions, elaborations or variations to the Standard Conditions of Principal Contract Tender. Accordingly, the Special Conditions of Principal Contract Tender be read in conjunction with the Standard Conditions of Principal Contract Tender and it shall be deemed that the amended meanings and intentions of the clauses shall apply, if applicable.

F.4.2 Tender Offers

Tenderers are advised that it is compulsory to submit offers for all Tender Options as set - out below and where indicated by a tick.

Subject To Escalation Price Offer

N/A

Tenderers are advised that this offer shall NOT be subject to Contract Price Adjustment Formulae based on the Haylett Formulae.

Fixed Price Offer

√

Tenderers are advised that all rates, amounts, overhead and profit percentage mark-ups and amounts, profit and attendance amounts, prices, etc. submitted, shall not be subject to any form of Contract Price Adjustment Formulae e.g. Haylett Formulae. In this regard, it is deemed that the Tenderer has allowed for any potential increases (except any variation in the rate of Value Added Tax) in cost of labour, materials, transport, etc. in the Tender amounts, rates, etc. submitted.

This will only be applicable to the measured work priced by the main contractor and will not apply to the provisional sums or budgetary allowances.

Key: √ - Tender Option Applicable
X - Not Required For This Tender

F.4.3 Market Related Wage Rates

When pricing this document, respondents are to allow for wages, which are not less than the greater of:

The statutory wage rates in any labour category; and,
The SAFCEC recommended minimum rates applicable at any time during the duration of the contract.

In this regard, a Tenderer may be called upon to demonstrate the wage rates utilised in calculating its Tender price.

F.4.4 Letter of Intent

Tenderers are required to furnish with their tender documents, a letter of intent from a Bank or approved Insurance Company, to indicate that in the event of their tender being successful that a surety / guarantee as required will be provided when asked to do so.

F.4.5 Information to be Submitted by Tenderers

All Tenderers are instructed to acknowledge that the information to be submitted must be strictly in accordance with the requirements stipulated in 2.3. Therefore, separate brochures, information other than which is specified in 2.3 must not be incorporated in the submission documents. Failure to comply with this instruction may render the submission liable for disqualification.

If the spaces in the Tender Returnables are insufficient, the relevant particulars should be documented on a separate sheet (s) with proper reference to the specific information requested.

F.4.6 Interviews

All Tenderers are advised that they may be required to attend interviews and / or submit further information; including making their premises, plant, equipment and details of works in progress, available for inspection after the receipt of Tender submissions.

F.4.7 Detailed Construction Programme

The Principal Contract for the project Commencement and Completion dates and any other relevant dates for this contract are stated in the Preliminaries.

Time and quality are to be considered the essence of this Contract. Accordingly, it shall be deemed that the Project Programme detailing each activity and duration as well as a detailed Method Statement be submitted by the Tenderer as part of the Tender submission and shall be the basis of monitoring progress on the project.

The programme should be a detailed double-linked critical path programme preferably in CCS format in both hard copy and electronic format and take into consideration the following;

Dividing the programme into convenient construction zones both horizontally and vertically;
Linking all activities as 'open ended' or 'open start' activities are not acceptable;
Detailing all holidays, Christmas/New Year break, etc.;
Showing both the Date of Practical Completion and the Date of Works Completion given that the Employer will take Occupation of the facility once the Works Completion Certificate has been issued. Penalties will apply for Milestone, Practical and Works Completion dates not being achieved as detailed in the Preliminaries.

The programme must be a fully resourced "double linked" critical path programme clearly showing Start, Finish and any Interim completion dates as well as any Milestone dates for critical activities including;

- Dates for Practical Completion Inspections to be carried out;
- Date of Practical Completion
- Period required for attendance on and completion of the Completion List issued at Practical Completion
- Date of Works Completion ;

The successful tenderer's program is subject to review and mutual acceptance.

Any Queries / clarifications relative to the Programme can be directed to the Employer.

F.4.8 Detailed Cash-flow

Tenderers are advised that a fully detailed cash-flow based on the tenderers programme is required to be submitted together with their tender document. In this regard, tenderers are advised that the financial year start and end dates are 01 April to 31 March respectively and therefore tenderers are requested to keep sub-totals for each financial year during the duration of the construction programme.

Tenders are advised that the targeted annual maximum percentages per financial year end for the contract duration are as follows and are not to be exceeded:

FINANCIAL YEAR
01 APRIL 2023 TO 31 MARCH 2026
01 APRIL 2024 TO 31 MARCH 2027

F.4.9 Detailed Resourcing Schedule

Tenderers are advised that a detailed resourcing schedule including skilled, unskilled and sub-contractor's staffing histograms is required to be submitted together with their tender document.

F.4.10 Proposed Domestic Sub-Contracts

The Tenderer shall submit in writing, when requested, a list of proposed domestic sub-contractors that is intended to be utilised on the project, should its offer be accepted.

F.4.11 Adjudication and Independent Development Trust's Rights

- F.4.11.1 Independent Development Trust reserves the right to visit any Tenderer (without prior notice), to interview any shareholder of the Tenderer and to evaluate such Tenderer in accordance with the criteria as set out in the paragraph 1.11.3 below;
- F.4.11.2 All information obtained at such evaluation shall at all times be treated as confidential by Independent Development Trust;
- F.4.11.3 Adjudication of a Tender shall be in the discretion of Independent Development Trust and may take into account the following:
- (i) Tender Price;
 - (ii) Ability to perform, which may take into account previous experience in the relevant industry;
 - (iii) Suitability of employees and suitability of equipment and materials to be used;
 - (iv) Black dep Empowerment;
 - (v) Financial viability of the Tenderer;
 - (vi) Ownership of the Tenderer;
 - (vii) Compliance with all relevant laws; and
 - (viii) SCM policy and procedures.

F.4.12 Form of Contract

The General Conditions of Contract for Construction Works (Third Edition of 2015) as amended in the IDT's SPECIAL CONDITIONS OF PRINCIPAL CONTRACT, shall be applicable to this contract.

F.4.13 Specialist Selected Sub-contract Procurement Process

Due to the nature of the project, the procurement process of the following envisaged selected sub-contracts will be done upon appointment of the Principal Contractor:

- Roof Repairs

Upon the appointment of a Principal Contractor, the Principal Contractor is to subsequently appoint the **selected** sub-contractors as instructed by the Principal Agent and The Employer.

This is a material condition of appointment and should the Tenderer have any objection to this condition the tenderer is to raise this in their tender submission. The appointment of the selected sub-contractor will be done in consultation with the appointed contractor.

F.4.14 Damage to the Work

Care shall be taken not to cause any damage to any part of the existing or new work or any adjoining property, if applicable. The Contractor will be held responsible for damage caused to the works by his negligence and shall be liable for all costs incurred in making good any such damage to the satisfaction of the Principal Agent.

F.4.15 Communication, Media Releases, Etc.

The Contractor shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this contract unless prior approval in writing is received from the **Principal Agent** as authorised by the **Employer**.

All rights of publication of articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Employer.

The Contractor shall not, without the written consent of the Employer, cause any statement or advertisement to be printed, screened or aired by the media.

F.4.16 Copyright

No part of this document and any document forming part of the contract documents may be copied, photographed or repeated in any manner or by any process without the written consent of the **Principal Agent**. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in documents pertaining to this contract. The person, firm, body, supplier, contractor, sub-contractor and any other contracting party is to be responsible jointly and severally, in their personal and corporate capacities for any contravention of this requirement.

F.4.17 Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of detail, to the requirements of the specifications, rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide other technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The cost of supervision and process control, including testing carried out by the Contractor shall be deemed to be included in the amount quoted for the works.

The Contractor's attention is drawn to the normal standards regarding the minimum frequency of testing required for materials. The Contractor shall, at his own discretion increase this frequency where necessary to ensure adequate control.

The Contractor shall remain solely responsible for the work as defined in this contract document, up to the end of the Defects Liability Period.

The Contractor needs to ensure that daily site diaries are kept on site at all times. These may be required for submission to the Employer as and when needed.

The end-user client and the IDT may from time to time inspect the quality / workmanship on site and make the necessary comments and/or requirements for correction.

F.4.18 Occupational Health and Safety Act

The Contractor shall comply with the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

F.4.19 Co-Operation of Contractor for Cost Control

It is deemed that the Contractor accepts the obligation of assisting the Professional Consultants in implementing proper cost control in ensuring that the final building cost does not exceed the budget.

F.4.20 Application for Payment

The Contractor shall submit the following information on a monthly basis to the Quantity Surveyor in order to assist with the processing of the Payment Certificate and the preparation of the empowerment report:

- A detailed breakdown of the work done. (The work breakdown must be referenced strictly in

accordance with the Contract Document or the detailed priced bills of quantities, as applicable.)

- A detailed breakdown of all Variation Order costs claimed (With specific reference to work done by the Nominated/Selected Subcontractor) in the certificate concerned, together with copies of the relevant Contract instructions.
- An empowerment report which shall contain an affidavit certifying that all information contained in the report as being true and correct and must be authenticated by the sub-contractor and a commissioner of oaths
- EPWP Labour Report showing total work opportunities created on site
- Tax Invoice: The contractor shall attach a tax invoice as prescribed in the Value Added Tax legislation to each payment certificate when presenting the certificate to the Employer for payment. Such tax invoices shall correctly reflect the prescribed information and the amounts shall match precisely the amounts included in the Payment Certificate. Should the contractor fail to comply with these requirements, the date of presentation of the certificate shall be deemed to be delayed at the contractor's default until such time as the requirements are met.

Should anyone or any combination of the above requirements not be complied with, the Principal Agent and/or Contractor reserves the right to exclude any amounts that may have been due for certification from the Payment Certificate concerned and/or delay the issue of Payment Certificates and/or, revise the contractual payment date, as applicable, until such time compliance is achieved.

F.4.21 Identification of Personnel

All permanent staff that are utilised on the project by the Contractor, Domestic and Selected Sub-contractors are at all times whilst on site, be clad with clothing that clearly identifies each staff member together with an identification document which includes, but not limited to the following:

A photograph of the staff member concerned;

The identification numbers of the staff member concerned; and,

The name of company concerned

In addition, to that stated above, the Contractor shall adhere to the premise's security rules and regulations.

No staff member will be permitted to execute the Works if this condition is not adhered to.

F.4.22 Intervention at Manufacture and / or Supplier and / or Contract Level

The Employer and its Agents reserve the right to discuss and liaise on any issue pertaining to this Contract with the Contractor's service providers i.e. manufacturers and / or suppliers and / or sub-contractors concerned. This right shall not create privity of contract between the Employer and / or its Agents and the said manufacturer and / or supplier and / or sub-contractors.

F.4.23 Cession of Materials Supplied to the Site

It shall be deemed that the Contractor and its service providers upon delivery of each batch of materials to site, has ceded the said materials to the Employer.

F.4.24 Alterations in the Quantity and Value of Work

The Employer and / or its Agents shall be permitted to either increase or decrease the quantity and value of work contracted for. In this regard, the Contractor including its service providers shall not be entitled to claim for any additional expense incurred, or for any change in the rates for work done and / or any materials and services supplied. It shall be deemed that all costs associated with this item are included in the Tender Price.

F.4.25 Change in the Scope of Work

The Contractor acknowledges that whilst drawings have been prepared for the Works, the scope of work and value of the Contract may be substantially altered and that no claims for loss and expense shall be due by the Employer for implementing any changes that may become necessary. It shall be deemed that the Tender Price includes for all costs that may arise due to compliance with this clause.

F.4.26 Treasures, Relics, Etc.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site must be brought to the attention of the Principal Agent. All work at the specific area of the discovery shall stop for a reasonable time period until such time that the Principal Agent instructs continuation of the Works.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site shall remain the property of the Employer and shall be handed over to the Principal Agent who shall be the sole arbitrator of what is an article of value.

F.4.27 Priced Bills of Quantities

The Tenderer shall submit a fully priced Bills of Quantities as well as a detailed breakdown and build-up of all items measured as lump sum items with the Tender Price. Lump sum items shall be measured in accordance with the Standard System of Measuring Building Work (Sixth Edition, including any subsequent amendments thereto), and shall form part of the Contract and shall be used for the purposes of preparing valuations, Payment Certificates, determining the value of Variation Orders, preparation of Final Accounts, etc.

Neither the Employer, nor its Agents shall be liable for any cost incurred for the award and subsequent withdrawal of the award of the Tender in terms of this clause.

F.4.28 Prices and Net Measurements

Prices throughout these Bills of Quantities shall be deemed to include for all obligations arising out of the Contract and unless otherwise specified, be held to include for making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works and return of packaging.

Prices for all items contained in these Bills of Quantities and any additional authorised variations, shall be deemed to exclude all amounts due in terms of the Value Added Taxation legislation. A provision for the addition of VAT shall be made on the Final Summary page of the Bills of Quantities and Final Statement of Accounts, as applicable.

F.4.29 Value Added Tax (V.A.T)

All prices and or rates tendered shall be deemed to be **exclusive** of Value Added Tax.

Value Added Tax shall be added as a lump sum where provided on the Final Summary page of the Bills of Quantities, and the Tender Price **inclusive** of Value Added Tax will be shown on the Form of Tender.

Value Added Tax shall be calculated at the National going rate at the time of submission of bids.

F.4.30 Site and Information

Tenderers must acquaint themselves with the conditions of the Site and generally obtain their own information on all matters affecting the submission of Tenders for the Works. Tenderers will be held responsible for any misunderstanding or incorrect information obtained, except information which may have been given in writing over the signature of the Principal Agent.

The contractor is expected to establish a construction camp, office and workshop facility, for the fulfilment of the contract. Site establishment facilities to be removed after the completion of the project.

The contractor must strictly use the working area provided by the Employer.

F.4.31 Noise

Tenderers must take note that the site is within the Tshepong Hospital Site. As such high noise level shall be restricted to times that will not disrupt the community. Tenderers are to ensure that they acquaint themselves with these conditions and adequately price for it accordingly as no additional time will be allowed for any delays that may be attributed to such.

The Contractor will be restricted from working evening shifts but may be allowed to work weekend shifts with prior 1 week's notice. Such shall be included in the contractor's pricing as no additional allowance for weekend shifts will be allowed for by the Employer, post tender award.

F.4.32 Water and Electricity

The contractor is expected to make means for the provision of water and electricity for construction purposes. The use of such services from the site shall be at the discretion and on agreement with the end user department.

F.4.33 Preliminaries Costs

The Tenderer must allow in his pricing, or where provided for in the Tender Document, for all preliminaries costs deemed necessary for the proper execution and completion of the Works, as no late claims whatsoever for additional costs in this respect will be considered.

F.4.34 Protection of Existing Work

The Tenderer shall allow for the protection of all existing work that is liable to be damaged during the execution of this Contract and work that is liable to be damaged once the Contractor completes its Section of the Works.

F.4.35 Mock-Up / Samples, etc.

Samples, mock-ups, etc. will be called for by the Principal Agent for approval and shall be provided at no extra cost as rates will be deemed to include for this.

F.4.36 Substitution of Materials

No substitution of the articles or materials specified in this Tender Document will be permitted unless the authority of the Principal Agent has been obtained, in writing, before Tender closing. The Tenderer will otherwise be required to provide / or use the specified articles or materials. Approval of any request for the substitution of any article or materials will only be considered when the Principal Agent is satisfied that if the substitution is approved, there is sufficient time remaining before Tender closing to advise all other Tenderers accordingly.

F.4.37 Restriction on Site Access

Tenderers are to price any items related to this under Clause 3.1 in the Preliminaries bill. The Principal Agent and /or the Compulsory Tender Briefing will provide further details of the restrictions, if any that will affect the Contractor.

F.4.38 Security

The Tenderers are to note that upon award of the contract, they are to furnish the Employer (within 21 days of award), the following:

Construction Guarantee equal in value to **10%** of the Contract Sum valid for the duration of the contract.

F.4.39 Safety Requirements

The Contractor is referred to the safety requirements associated with the project. It is of utmost importance that the successful contracting entity abides by the.

The Contractor will comply with all Health and Safety Regulations and the Health and Safety Plan.

Management of safety on site shall remain the sole responsibility of the Contractor.

Disposal of all rubble material and asbestos roof sheetings / materials, to suitable legal dump sites, shall be carried out on a weekly basis. All costs for this exercise shall be included in the bid price (for the duration of the project plus a further 6 months in the event of project overrunning its duration)

The safety on site, agreement and general information forms included in the Tender Returnables must be agreed and fully completed and submitted with the Tender Submission.

F.4.40 Budgetary Allowances / Provisional Sums

Where applicable, these amounts have been included in the Tender Price where the work has not been defined at the date of Tender. It is intended that once the scope is defined, Tenders will be invited with a view to these Works being awarded as Nominated / Selected Subcontract works.

- The Specialist Consultant responsible for the specific work package will prepare documentation which is to include drawings, specification and schedule of quantities that define the scope of works all in accordance with the Nominated / Selected Subcontract Agreement.
- The Quantity Surveyor will prepare the necessary Tender documents.
- The Principal Agent will arrange for inviting / advertising of tenders subject to the payment of a non-refundable document fee, if applicable.
- The Employer will arrange to issue the tender documents from their offices and take receipt of amounts paid.
- The Tenders for the Works will be submitted to the Employer's office in terms of the tender closing times stipulated. Tenders will be opened and tender amounts read out at the time.
- The Quantity Surveyor will make copies of the returned Tender documents for distribution to the Principal Agent.
- The Quantity Surveyor will prepare an initial financial evaluation report of the Tenders, Principal Agent and Engineer will evaluate the Tenderer's technical compliance and capability and circulate to the Employer.
- The Principal Agent will prepare a draft report, discuss with the Contractor to get their approval and finally circulate the draft to the other Consultants for final comment. Thereafter the Tender Report with Recommendations will be finalised by the Principal Agent and circulated to the Employer for approval. On approval, the recommendation together with any instructions of award will be issued to the Contractor who will be responsible for appointing the relevant party as a Sub-contractor.

F.4.41 Community Liaison Officer (CLO)

The Tenderer shall allow for a CLO who is to be appointed and remunerated by the Contractor following identification and selection by the Ward Councillor.

<u>Purpose of the Job:</u>	The primary role of the CLO shall be liaison and facilitation of communication between the Contractor, the Local community and the Ward Councilor.
<u>Job title:</u>	Community Liaison Officer (CLO)
<u>Reporting to:</u>	The Contracts Manager or other delegated representative of the Contractor. The CLO must report to the Contractor and remain on site on a daily.
<u>Experience:</u>	Relevant experience and knowledge of building construction, community facilitation and relevant labour legislation.
<u>Remuneration:</u>	Rate payable for the CLO will be 100% of the Building Industry minimum wage for unskilled labour.
<u>Minimum Skills:</u>	1. Ability to work with others; 2. Ability to communicate in local language of the project location and English; 3. Ability to communicate in writing; 4. Sound Interpretation skill.

The Ward Councillor in whose wards work is to be done will collectively identify 3 (three) CLO candidates for the project and make such persons known to the Contractor within five days of being requested to do so. The Contractor will be required to enter a written contract with the CLO that specifies:

- (a) The hours of work and the wage rate of the CLO which could include:
- (b) The duration of the appointment
- (c) The duties to be undertaken by the CLO which could include:
 - Assisting in all respects relating to the recruitment of local labour and advising them of their rights
 - Acting as a source of information for the community and councilors on issues related to the contract
 - Keeping the contractor advised on community issues and issues pertaining to local security
 - Assisting in setting up any meeting or negotiations with affected parties

- Keeping a written record of any labour or community issues that may arise
- The CLO needs to be seen to be neutral by all parties and therefore should endeavour not to take sides should conflict arise.
- Should the CLO function not involve a full days work, the CLO will be expected to undertake other work allocated by the Contractor for the balance of each day

Procedures for local labour recruitment:

- The Contractor submits a list of his/her requirements to the CLO, stating the numbers required in each labour category (general worker, bricklayer, etc.) and a programme that shows when these resources will be required.
- During the construction period, the CLO uses the list to identify candidates for employment, who are interviewed and if successful employed by the contractor.
- The Contractor keeps the CLO informed by providing him/her with employee's details at the start of their employment (name, residential address, ID number, wage, employment, start and finish date, task, etc.) and notify the CLO when their employment ends.

F.4.42 Contract Skills Development Goal (CSDG)

The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (Government Gazette, Vol. 694, No. 48491, 28 April 2023), hereinafter referred to as the Standard.

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

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

#	LIST OF RETURNABLE DOCUMENTS	TICK IF ATTACHED
T2.1.1	Invitation to bid (SBD1)	
T2.1.2	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022 (SBD 6.1)	
T2.1.3	B-BBEE Certificate (Original or Originally Certified Copy)	N/A
T2.1.4	Tax clearance certificate/ letter with unique Pin	
T2.1.5	Joint Venture Agreement Between Parties	
T2.1.6	Contractors copy of company registration	
T2.1.7	CIDB Registration Number	
T2.1.8	Copy of a Letter of Good standing with Compensation For Occupational And Injuries Diseases Act (COIDA) or FEM	
T2.1.9	Compulsory enterprise questionnaire	
T2.1.10	Bidder's disclosure (SBD 4)	
T2.1.11	Attendance At Compulsory Briefing	
T2.1.12	Certificate of Authority For Signatory	
T2.1.13	Record of Addenda to The Tender Documents	
T2.1.14	Tenderers financial standing	
T2.1.15	Amendments, Qualifications and Alternatives	
T2.1.16	Socio economic upliftment strategy	
T2.1.17	Proposed sub-contractors	
T2.1.18	Contractors health and safety declaration	

T2.2 RETURNABLE SCHEDULES (ALL COMPULSORY)

T2.2 RETURNABLE SCHEDULES

Contains documents that the tenderer is required to complete for the purpose of evaluating tenders and other schedules which upon acceptance become part of the subsequent contract.

#	QUALITY EVALUATION SCHEDULES
T2.2.1	Safety health environmental and quality management system (SHEQ) plan
T2.2.2	Project Experience
T2.2.3	Letters of Appointment, and Relevant Completion Certificates (Practical Completion, Work Completion & Final Completion)
T2.2.4	Client references
T2.2.5	Key Personnel
T2.2.6	Financial Viability

RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)

Record of Addenda to Tender Documents
Declaration Concerning Fulfillment of the Construction Regulations, 2003
First Programme and Method Statement
Preliminary Health and Safety Plan for completion
Form of offer and acceptance
Contract data
Forms of securities

T2.1.1 INVITATION TO BID
SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DOH08NWER001/CON14	CLOSING DATE:		CLOSING TIME:	12H00
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
IDT North West Regional Office 4071 Joules Street, Industrial Site Mahikeng 2745					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Noxolo Dikobe		CONTACT PERSON	Linnet Barnes	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	NWDOHTenders@idt.org.za		E-MAIL ADDRESS	NWDOHTenders@idt.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ 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:

.....

**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 less R50 000 000 (all applicable taxes included)

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 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
TARGETED GROUP	
Women Ownership	6
Youth Ownership	6
People with Disabilities Ownership	4
Black Ownership	4
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\mathbf{Ps = 80 \left(1 + \frac{80/20 \quad \frac{Pt - P_{max}}{P_{max}}}{P_{max}} \right)}$$

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 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 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 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

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

Source Documents to be submitted with the Bid or RFQ

*CIPC Document	(Company Registration Document will be required for verification (CIPC DOC))
*Woman	(Originally Certified ID Document)
*Youth	(Originally Certified ID Document)
*People with Disability	(Letter from the Dr. Confirming the Disability)
*Black Ownership	(Originally Certified ID Document)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

T2.1.3 CIPC Document

Source Documents to be submitted with the Bid or RFQ

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

*Woman (Originally Certified ID Document)

*Youth (Originally Certified ID Document)

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

*Black Ownership (Originally Certified ID Document)

T2.1.4 TAX CLEARANCE CERITFICATE

Tax Clearance Certificate or Unique Pin obtained from SARS to be inserted here]

In accordance with National Treasury Instruction No. 9 of 2017/18, the IDT will verify the tax compliance status of the recommended bidder prior to the award of the Bid.

Where the recommended bidder is found to be non-compliant with its tax obligations, the IDT will notify the bidder in writing of its non-compliant status and afford the bidder seven (7) working days to submit written proof from the South African Revenue Service (SARS) confirming its tax compliance status, or written proof that the bidder has made an arrangement with SARS to meet its outstanding tax obligations.

The bidder's tax compliance status or proof of such arrangement will be verified by the IDT through the applicable SARS/eFiling or Central Supplier Database (CSD) verification process.

Should the recommended bidder fail to provide the required written proof within the stipulated seven (7) working days, the IDT will reject the Bid.

T2.1.5 JOINT VENTURE AGREEMENT BETWEEN PARTIES

Attached hereto is our duly signed, Joint Venture Agreement. Our failure to submit the agreement with our tender document will lead to the conclusion that the joint venture has not been formally formed and all parties were not involved in the tender process.

T2.1.6 CONTRACTOR'S COPY OF REGISTRATION OF INCORPORATION

Attached hereto is my / our copies of company registration of incorporation or company registration documents. My failure to submit the copy with my / our tender document will lead to the conclusion that I am / we are not registered as claimed.

T2.1.7 CIBD REGISTRATION CERTIFICATE

Attached hereto is my / our registration certificate with the Construction Industry Development Board. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered with CIBD.

NOTE: The CIBD can be contacted or visited on www.cidb.org.za for more information and registration. Obtain a “Code of Conduct for all parties engaged in construction procurement” for you information.

T2.1.8 COPY OF A LETTER OF GOODSTANDING WITH COMPANSATION FOR

**OCCUPATIONAL AND INJURIES DISEASES ACT (COIDA OR TENDER LETTER
OBTAIN FROM DEPARTMENT OF LABOUR OR FEM) REGISTRATION
CERTIFICATE**

Attached hereto is my / our certified copy of A LETTER OF good standing with the Compensation for Occupational Injuries and Diseases, e.g. letter of good standing. My / our failure to submit the certificate with your tender offer will lead to the conclusion that your entity/ company is not registered with COIDA / FEM. If Joint Venture (JV) attach one for every service provider.

T2.1.9 COMPULSORY ENTERPRISE QUESTIONNAIRE

Note: Compulsory Enterprise Questionnaire must be completed by each member of a JV or consortium

Section 3: CIDB registration number, if any:			
Section 4: Particulars of sole proprietors and partners in partnerships			
Name*	Identity number*	Personal income tax number*	
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners			
Section 5: Particulars of companies and close corporations			
Company registration number			
Close corporation number			
Tax reference number			
Section 6: Record in the service of the state			
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:			
☐ a member of any municipal council	☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)		
☐ a member of any provincial legislature	☐ a member of an accounting authority of any national or provincial public entity		
☐ a member of the National Assembly or the National Council of Province	☐ an employee of Parliament or a provincial legislature		
☐ a member of the board of directors of any municipal entity			
☐ an official of any municipality or municipal entity			
If any of the above boxes are marked, disclose the following:			
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months
*insert separate page if necessary			
Section 7: Record of spouses, children and parents in the service of the state			
Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:			
☐ a member of any municipal council	☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)		
☐ a member of any provincial legislature			
☐ a member of the National Assembly or the National Council of Province			

☐ a member of the board of directors of any municipal entity	☐ a member of an accounting authority of any national or provincial public entity
☐ an official of any municipality or municipal entity	☐ an employee of Parliament or a provincial legislature

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

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other bidding entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed	Date
Name	Position
Enterprise name	

T2.1.10 BIDDER’S DISCLOSURE (SBD 4)

BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder’s declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:
.....
.....

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:
.....
.....

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

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.1.11 CERTIFICATE OF ATTENDANCE AT COMPULSORY BRIEFING

This is to certify that (*tenderer*)
of (*address*)
..... was represented by the person(s)
named below at the compulsory meeting held for all tenderers at (*location*).....
..... on (*date*)..... starting at (*time*)

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name: .. Signature: ..

Capacity: .. Identity number: ..

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: .. Signature: ..

Capacity: .. Date and Time: ..

T2.1.12 CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, **and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents to the page provided at the end of this form.**

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

(I) CERTIFICATE FOR COMPANY

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

Chairman:

As Witnesses: 1.

2. Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

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

NAME	ADDRESS	SIGNATURE	DATE
ID No.....			
ID No.....			
ID No.....			
ID No.....			

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

(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,
..... hereby authorize Mr/Ms
acting in the capacity of , to sign all
documents in connection with the tender for Contract No and any contract
resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

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

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

1.

2.

Date:

T2.1.13 RECORD OF ADDENDA TO THE TENDER DOCUMENTS

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

Attach additional pages if more space is required.

Signed

Date

Name

ID number

Position

Tenderer

T2.1.14 TENDERER'S FINANCIAL STANDING

The Tenderer shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder: _____

Name of Bank : _____

Branch : _____

Account number : _____

Type of account : _____

Telephone number : _____

Facsimile number : _____

Name of contact person (at bank : _____

Failure to provide either the required bank details or a certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

SIGNATURE: _____

IDENTITY NUMBER: _____

(of person authorised to sign on behalf of the Tenderer)

DATE: _____

T2.1.15 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

**[Notes: (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;
(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.]**

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

**[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.
(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.
(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]**

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer for a discount may have to be disregarded. Only unconditional discounts will be considered]

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

Attached hereto are my / our proposed socio economic upliftment strategy. The strategy will as a minimum address items such as skills upliftment, training, sub contracting, skilled and semi-skilled labour employment, procurement of local labour and materials, employment of woman, youth and disabled, etc.

Notes:

- a) The developer has a commitment to utilising the local community resources and labour, and as such preference will be shown to bidders who prioritise local employment.
- b) As part of the tender documentation a methodology is to be submitted proposing as to how the main contractor will deal with the social economic expectations of the surrounding community.

The proposal is to allow for a suitable employment ratio of local community members and any additional measures that will enable future local community upliftment.
- c) The main contractor is required to familiarise himself with the community and local authority to ascertain for himself the full extent of the community's requirements and minimum wages.
- d) The contractor shall appoint a community liaison officer and shall be responsible for all community negotiations etc.

T2.1.17 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorized by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I could be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 33 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 4 of the OHSA 1993 Construction Regulations 2014 (*example attached hereafter*) before I could be allowed to proceed with any work under the contract.

SIGNATURE: _____

IDENTITY NUMBER: _____

(of person authorised to sign on behalf of the Tenderer)

DATE: _____

**T2.2.1 EVALUATION SCHEDULE: SAFETY HEALTH ENVIRONMENTAL AND
QUALITY MANAGEMENT SYSTEM (SHEQ) PLAN**

Attached hereto are my / our SHEQ Plan, all in compliance with the Health and Safety Specification – Annexure A or Letter of Undertaking from a Qualified OHS Consultant.

(PLEASE ATTACHED HERE)

T2.2.2 EVALUATION SCHEDULE: PROJECT EXPERIENCE

The Tenderer shall provide details of their relevant experience on similar large-scale projects completed in the past 10 years. In support tenderers are to complete the “Project Experience” schedule below and attach thereto copies of (a) Letters of Appointment, and (b) all the relevant proof of Completion. Only projects that are listed below will be considered for evaluation.

PROJECT NAME and CLIENT	BRIEF PROJECT DESCRIPTION	PROJECT VALUE (Incl VAT)	START DATE	COMPLETION DATE
A. _____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
B. _____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
C. _____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____

PROJECT NAME and CLIENT	BRIEF PROJECT DESCRIPTION	PROJECT VALUE (Incl VAT)	START DATE	COMPLETION DATE
D. 				
E. 				

**T2.2.3 EVALUATION SCHEDULE: LETTERS OF APPOINTMENT, AND
RELEVANT PROOF OF COMPLETION**

Tenderer is to attach all letter of appointment and proof of completion corresponding to the project listed in T2.2.2

T2.2.4 EVALUATION SCHEDULE: CLIENT REFERENCES

EVALUATION SCHEDULE: EXPERIENCE ON BUILT ENVIRONMENT PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Employer Reference Scorecards" will be completed by each of the respective Employers for the projects listed in the "Relevant Experience" returnable schedule.

REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A BUILT ENVIRONMENT PROJECTS FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer or Employers Agent and is to be supported in each case accompanied by a Signed and Stamped Reference (in the form issued to the bidder)

Note: Bidders are strongly encouraged to use the provided template to ensure a full and fair evaluation. Should bidders opt to submit their own format, they are advised that their Client Reference Letters will be evaluated to a maximum of 2 points per project.

PROJECT A:

Type of Project:

Employer:.....

Contract Amount:.....

Contract Duration:.....

Actual Contract Duration:.....

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Excellent	3	
Good	2	
Average	1	
Poor	0	

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....

Employer's contact person:

Telephone:

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature:.....

Date:.....



T2.2.4 EVALUATION SCHEDULE: CLIENT REFERENCES

EVALUATION SCHEDULE: EXPERIENCE ON BUILT ENVIRONMENT PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Employer Reference Scorecards" will be completed by each of the respective Employers for the projects listed in the "Relevant Experience" returnable schedule.

REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A BUILT ENVIRONMENT PROJECTS FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer or Employers Agent and is to be supported in each case accompanied by a Signed and Stamped Reference (in the form issued to the bidder)

Note: Bidders are strongly encouraged to use the provided template to ensure a full and fair evaluation. Should bidders opt to submit their own format, they are advised that their Client Reference Letters will be evaluated to a maximum of 2 points per project.

PROJECT B:

Type of Project:.....

Employer:.....

Contract Amount:.....

Contract Duration:.....

Actual Contract Duration:.....

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Excellent	3	
Good	2	
Average	1	
Poor	0	

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....

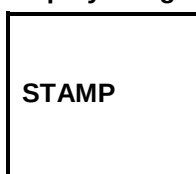
Employer's contact person:

Telephone:

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature:.....

Date:.....



T2.2.4 EVALUATION SCHEDULE: CLIENT REFERENCES

EVALUATION SCHEDULE: EXPERIENCE ON BUILT ENVIRONMENT PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Employer Reference Scorecards” will be completed by each of the respective Employers for the projects listed in the “Relevant Experience” returnable schedule.

REPORT ON BIDDER’S COMPETENCE & PERFORMANCE ON A BUILT ENVIRONMENT PROJECTS FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer or Employers Agent and is to be supported in each case accompanied by a Signed and Stamped Reference (in the form issued to the bidder)

Note: Bidders are strongly encouraged to use the provided template to ensure a full and fair evaluation. Should bidders opt to submit their own format, they are advised that their Client Reference Letters will be evaluated to a maximum of 2 points per project.

PROJECT C:

Type of Project:.....

Employer:.....

Contract Amount:.....

Contract Duration:.....

Actual Contract Duration:.....

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Excellent	3	
Good	2	
Average	1	
Poor	0	

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....

Employer’s contact person:

Telephone:

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature:.....

Date:.....



T2.2.4 EVALUATION SCHEDULE: CLIENT REFERENCES

EVALUATION SCHEDULE: EXPERIENCE ON BUILT ENVIRONMENT PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Employer Reference Scorecards" will be completed by each of the respective Employers for the projects listed in the "Relevant Experience" returnable schedule.

REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A BUILT ENVIRONMENT PROJECTS FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer or Employers Agent and is to be supported in each case accompanied by a Signed and Stamped Reference (in the form issued to the bidder)

Note: Bidders are strongly encouraged to use the provided template to ensure a full and fair evaluation. Should bidders opt to submit their own format, they are advised that their Client Reference Letters will be evaluated to a maximum of 2 points per project.

PROJECT D:

Type of Project:.....

Employer:.....

Contract Amount:.....

Contract Duration:.....

Actual Contract Duration:.....

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Excellent	3	
Good	2	
Average	1	
Poor	0	

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....

Employer's contact person:

Telephone:

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature:.....

Date:.....



T2.2.4 EVALUATION SCHEDULE: CLIENT REFERENCES

EVALUATION SCHEDULE: EXPERIENCE ON BUILT ENVIRONMENT PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Employer Reference Scorecards" will be completed by each of the respective Employers for the projects listed in the "Relevant Experience" returnable schedule.

REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A BUILT ENVIRONMENT PROJECTS FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer or Employers Agent and is to be supported in each case accompanied by a Signed and Stamped Reference (in the form issued to the bidder)

Note: Bidders are strongly encouraged to use the provided template to ensure a full and fair evaluation. Should bidders opt to submit their own format, they are advised that their Client Reference Letters will be evaluated to a maximum of 2 points per project.

PROJECT E:

Type of Project:

Employer:.....

Contract Amount:.....

Contract Duration:.....

Actual Contract Duration:.....

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Excellent	3	
Good	2	
Average	1	
Poor	0	

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....

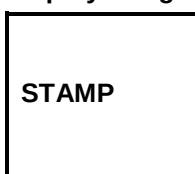
Employer's contact person:

Telephone:

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature:.....

Date:.....



T2.2.5 EVALUATION SCHEDULE: KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel that he intends to utilize on the Works, including key personnel that may have to be brought in from outside if not available locally. (definition of local)

CATEGORY OF EMPLOYEE	PROJECT TEAM ORGANOGRAM		
	KEY PERSONNEL NAME	QUALIFICATION	YEARS OF EXPERIENCE
Contract Manager / Project Manager			
Site Agent			
Foreman			
Health and Safety resource			
Others:.....			

The Tenderer is referred to Clause F.2.1.1.3 of the Tender Data and shall insert in the spaces provided on the following pages details of the key personnel required to be in the employment of the tenderer or other organization, in order for the tenderer to be eligible to submit a tender for this project. Proof of professional registration must be appended to these schedules, together with the Curriculum Vitae of each individual.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

EVALUATION SCHEDULE: CURRICULUM VITAE OF KEY PERSONNEL (COMPULSORY)

(CVs are required only for site agent, contract or project manager, foreman)

CV FOR CONTRACTS OR PROJECT MANAGER

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years of Experience:
<u>Employment Record:</u> 		
<u>Experience Record Pertinent to Required Service:</u> 		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)
(OWNER OF THE CV)

DATE:.....

EVALUATION SCHEDULE: CV FOR SITE AGENT

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years of Experience:
<u>Employment Record:</u> 		
<u>Experience Record Pertinent to Required Service:</u> 		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER (why different from the above)

EVALUATION SCHEDULE: CV FOR FOREMAN

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years of Experience:
<u>Employment Record:</u> 		
<u>Experience Record Pertinent to Required Service:</u> 		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

EVALUATION SCHEDULE: CV FOR HEALTH AND SAFETY OFFICER

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years of Experience:
<u>Employment Record:</u> 		
<u>Experience Record Pertinent to Required Service:</u> 		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER



PART C1 : AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee (Pro Forma as per specific contract)

C.1.4 Adjudicators Agreement

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1 Form of Offer and Acceptance

A. Offer [Failure of a Tenderer to sign this form will invalidate the tender]

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement:

APPOINTMENT OF A CONTRACTOR FOR TSHEPONG HOSPITAL STORMWATER PROJECT WITHIN THE DR KENNETH KAUNDA DISTRICT MUNICIPALITY, NORTH WEST PROVINCE.– BID NUMBER: DOH08NWER001/CON14

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

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

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

Amount in Words:

.....
.....

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

..... SIGNATURE(S) OF AUTHORISED BIDDER (S) NAME: CAPACITY: DATE: ADDRESS CONTACT::	WITNESSES 1. 2.
---	--

B. ACCEPTANCE

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

The terms of the contract are contained in

- Part C1 Agreements and Contract Data (which includes this Agreement)
- Part C2 Pricing Data, including the Schedule of Quantities
- Part C3 Scope of Work

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

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

The Tenderer shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2015 within the period stated in the Contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature	Date
Name	
Capacity	
for the	
Employer	Independent Development trust
	
	
	
	
Name and	
Signature	
Of witness	Date

C. SCHEDULE OF DEVIATIONS

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender 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.

1 Subject

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2 Subject

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C1.2 CONTRACT DATA

INDEPENDENT DEVELOPMENT TRUST

APPOINTMENT OF A CONTRACTOR FOR TSHEPONG HOSPITAL STORMWATER PROJECT WITHIN THE DR KENNETH KAUNDA DISTRICT MUNICIPALITY, NORTH WEST PROVINCE.– BID NUMBER: DOH08NWER001/CON14

C1.2 Contract Data for BID NO: DOH08NWER001/CON14

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

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, tel 011 805 5947.

CONDITIONS OF CONTRACT

The *General Conditions of Contract for Construction Works*, Third Edition, 2nd print 2015, published by the South African Institution of Civil Engineering, is applicable to this Contract and is obtainable from www.saice.org.za.

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, tel 011 805 5947.

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract:

CLAUSES

- 1.1.1.13 The Defects Liability Period is 365 days.
- 1.1.1.14 The time for achieving Practical Completion is **6 months** comprising of 5.5 months Construction Period, 3 weeks builders break and public holidays and approximately 21 days (3 weeks) Mobilisation Period.
- 1.1.1.15 “Employer” means the **Independent Development Trust**.
Add the following Clause 1.1.1.35
- 1.1.1.26 The Pricing Strategy is: Re-measurement Contract.
- 1.1.1.31 Not applicable to this Contract

- 1.1.1.35 Mobilisation Period: - Approximately 21 days (3 weeks)

Add the following Clause 1.1.1.36

- 1.1.1.36 Construction Period: **6 months** inclusive of annual builder’s holiday.

- 1.2.1.2 The Employer's address for receipt of communications is:

Physical address:
4071 Joules Street
Industrial Site
Mahikeng
2745

Telephone: + 27 (18) 381 0654
Website: www.idt.org.za

- 1.1.1.16 The name of the Employer's Agent is Aphane Consulting (Pty) Ltd represented by an employee duly authorised thereto in writing.

Clause

1.2.1.2 The Employer's Agent 's address for receipt of communications is:

Physical address:
Aphane Consulting (Pty) Ltd
No 60, 2nd Avenue, Alberton, 1449
Telephone:.....011 907 6700
Fax: 011 869 7434
Email: admin@aphane.co.za

Postal address:
P.O. Box 19964
Sunward Park, 1470

3.2.3 The Employer's Agent shall obtain the specific approval of the Employer before carrying out any of his functions or duties according to the following Clauses of the General Conditions of Contract:

Clause 5.12: Extension of Time for Practical Completion

Clause 6.3: Variations

Clause 6.6.3: Expenditure of Contingency Allowance

5.1.1 and 5.8.1 The non-working days are Sundays.

The special non-working days are:

1. Public holidays
2. The year end break commencing and ending on dates as specified by SAFCEC.
3. Winter embargo for the construction of seals between 15th May and 30th August

4.6.1 Replace in its entirety with the following:

The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its retention or any other rights to which it may be entitled.

4.6.3 Add the following as 4.6.3:

The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.

4.6.4 Add the following as 4.6.4

The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.

4.6.5 Add the following as 4.6.5

In case of the Contractor providing documents, electronic aids, software programmes or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programmes or like material this provision applies.

4.6.6 Add the following as 4.6.6

4.6.7 Add the following as 4.6.7

5.3.1 The documentation required before commencement with Works execution are:

5.3.2 The time to submit the documentation required before commencement with Works execution is twenty eight (28) days or as stipulated in the appointment letter

5.4.2 The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Works.

5.14.1 The requirements for achieving Practical Completion are set out in Part C3: Scope of Works, clause B1210.

6.8.2 Contract Price Adjustment: Is applicable

The values of the coefficients are: (project specific)

C1.2 Contract Data

- (a) 'L' is the 'Labour Index' and shall be the price index for 'Consumer Price Index' for the North West Province as published in the Statistical News Release, P0141, Table A"Consumer Price Index: Main indices"" of Statistics South Africa.
- (b) 'P' is the 'Construction Equipment' and shall be the Producer Price Index applicable to Plant and Equipment (Total) as published in the Statistical Release P0151.1, Table 4 of Statistics South Africa.
- (c) 'M' is the 'Materials Index' and shall be the Producer Price Index applicable to Civil Engineering Material (Total) as published in the Statistical Release P0151.1, Table 6 of Statistics South Africa.
- (d) 'F' is the 'Fuel Index' and shall be the Producer Price Index for Final manufactured goods - Coal and Petroleum Products - Diesel as published in the Statistical News Release P0142.1, Table 1 of Statistics South Africa."

The base month is **August 2026**. (a month before the closing of advert)

6.8.3 Price adjustments for variations in the cost of special materials are allowed.

6.10.1.5 The percentage advance on materials not yet built into the Permanent Works is 80%.

The percentage advance on Plant not yet supplied to Site is 80%.

6.10.3 Percentage retention is 10%.

The limit of retention money is 5% of the Contract Sum.

8.6.1.1.2 The value of Plant and materials supplied by the Employer to be included in the insurance sum is Nil.

8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is Nil.

8.6.1.3 The limit of indemnity for liability insurance is R20 Million for any single claim, the number of claims to be unlimited during construction and Defects Liability Period.

10.5.3 The number of Adjudication Board Members to be appointed is three (3).

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause

1.1.1.9 The Contractor is

1.2.1.2 The Contractor's address for receipt of communications is:

Physical address:

Postal address:

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

Telephone:

Fax:

E-mail:
Clause

1.2.1 The security to be provided by the Contractor shall be:

Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.

6.5.1.2.3 The percentage allowance to cover overhead charges is%.

6.8.3 The variation in cost of special materials is: as per Form B2

Clause

1.1.1.5 *Delete the clause and replace with the following.*

The contract shall come into effect when the Employer issues a letter to the Contractor stating that his tender has been accepted / the contract has been awarded to the Contractor, or upon receipt of the signed contract document by the Contractor from the Employer.

1.1.1.36 **‘Construction Period’** means the number of days as specified in the Contract Data, within which the Contractor has to complete the construction of the Works as detailed in Part C3.”

Replace the entire amended Clause 5.3.3 with:

"If the Employer's Agent's instruction to commence carrying out the Works, or to resubmit documentation, is not received by the Contractor within 7 days from the actual date of submission of the documentation referred to in Clause 5.3.1, commencement of the Works shall be taken:

5.3.3.1 In respect of works not requiring a construction work permit to be on the expiry of such 7 days.

5.3.3.2 In respect of works requiring a construction work permit to be on the expiry of the 63 days (2 months) Mobilisation Period, unless otherwise instructed."

5.4.3 Add the following paragraph after the first paragraph:

"If the Employer is prevented from giving possession of the site to the Contractor due to any epidemic or pandemic incident or regulation which will result in the Mobilisation period exceeding the period stated in Clause 1.1.1.35 then the Mobilisation period will be extended by such a period until which the Employer can give the Contractor access to the site."

5.13.1 Penalty for delay

Change the heading of this clause to read "Penalty for delay and other charges" and insert the following as a 1st paragraph to this clause:

"Penalties and other payments to the Employer shall apply as follows:"

Keep the existing two paragraphs unchanged and add the following paragraph:

"The Contractor will be liable to contribute 70% of the combined laboratory cost as a monthly deduction against each interim payment certificate."

Clause

5.14.1 Practical Completion

Replace the last sentence of the second paragraph:

"Should the Employer's Agent ... on expiry of 14 days."

with the following:

"Should the Employer's Agent not issue such a list within 14 days, Practical Completion shall be deemed to have been achieved on the said fourteenth day."

5.14.2 Issue of Certificate of Practical Completion

Replace "the Employer's Agent" in the second and third lines with the following:

", the Contractor shall notify the Employer's Agent, who shall inspect the Works and the Employer's Agent"

5.14.4 Certificate of Completion

Replace "the Employer's Agent" in the third line of the first paragraph with:

", the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent"

1.10.4 Delivery, dissatisfaction with and payment of payment certificate

Replace "28 days" in the seventh line with "30 days".

6.10.5 Payment of retention money

Replace Clause 6.10.5 with the following

In respect of contracts above R1 million, where the Contractor elects a security by means of a cash deposit or a fixed guarantee of 10% of the Contract Sum (excl. VAT), the cash deposit or the fixed guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Engineer issues the last Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable within 14 days of the issue of the last Final Approval Certificate or the fixed guarantee shall expire upon the issue of the last Final Approval Certificate.

6.10.6.2 Replace the words "prime overdraft rate certified by the Contractor's banker" with the words "interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply"

6.10.10 Add Clause 6.10.10 as follows:

In respect of any amount owed by the Contractor to the Employer, the Contractor shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply

5.16.2 Amend as follows:

"...of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate excludes...powers of the Employer's agent and/or the Employer"

6.11 Variations exceeding 15 per cent

Replace "15 per cent "in the heading, the marginal heading and in the third line after 6.11.1.3 with "20 per cent".

9.3.3 Add the following at the end

After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any right whatsoever.

10.1.5 Employer's Agent's ruling on Contractor's Claim

Add the following to Clause 10.1.5 before the last sentence:

"If the Employer's Agent does not respond in accordance with the foregoing procedure and timetable, either Party may assume that the claim has been rejected by the Employer's Agent and submit the dispute by issuing a Dispute Notice in terms of Clause 10.3.1."

10.3.1 Dispute Notice

Replace Clause 10.3.1.1 with the following:

"10.3.1.1 The dispute arises from any ruling."

11 Add the following Clause 11

"No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto."

C1.2.1 Special Conditions of Contract

INTRODUCTION

WHEREAS, the Independent Development Trust (“IDT”) made an Offer of Appointment and the Contractor has accepted such appointment subject to the conditions stipulated in the aforesaid Offer of Appointment Letter, which conditions include signing of the GCC Agreement, Third Edition, 2nd print 2015 (hereinafter referred to as “Main Agreement”) and the Contract Data.

AND WHEREAS, this Special Condition of Contract shall form part of the Main Agreement between the Employer and the Contractor.

a) ADDITIONS TO THE MAIN AGREEMENT AND THE CONTRACT DATA

1.1 JOINT VENTURE AGREEMENT

- 1.1.1** Should the Joint Venture Agreement be dissolved or any of the JV partner pull out the JV Agreement for any reasons whatsoever, the Employer hereby reserve its right to terminate the contract with immediate effect.
- 1.1.2** Should one JV partner pull out of the JV agreement and the replacement JV partner does not meet the BBEE threshold stipulated in clause 5.4 of the Special Condition of the Principal Contract, the IDT shall be entitled to cancel the contract with immediate effect.
- 1.1.3** Should the BBEE status of the Joint Venture be changed to a lower rate than the bidding rate, based on legislation applicable at the time of tender closing, the IDT shall be entitled to cancel the contract.

b) SUBCONTRACTING

- 1.1** A service provider awarded the contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher BBEE status level than the person (service provider) concerned, unless the contract is subcontracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.
- 1.2** Service provider awarded the project shall subcontract not less than 15% of the contract value to Black-owned local firms with preferably women, youth and people with disability

c) LOCAL ENTERPRISE

Service provider awarded the project shall purchase at least 5% of the materials locally where available.

d) TRAINING

Service provider awarded the project may train local labour on life skills, on the job and accredited certification in e.g. plumbing etc.

e) INSURANCES

The contractor shall be responsible for effecting and maintaining the contract works insurance for the full duration of the contract period. The insured amount for the full scope of works shall be 100% of the contract amount. The insured amount shall include for alterations and renovations to existing buildings and shall not reduce in any way despite sectional; completion being taken.

f) SITE AND ACCESS AND WORKING HOURS

Clauses 16.0, 16.1 and 16.6 amended to read as follows:

“the site of the works is live school environment within which the contractor shall have restricted access to the site on being given possession to fulfill his obligations. The contractor shall be briefed on the restrictions of movement, servitudes, access control, buildings in use, security requirements and security clearances, working hours due to the site being occupied and under the employers control at all times. The contractor shall not extend his operations into any restricted or undefined areas.

The contractor shall ensure that all personnel and subcontractors engaged on the contract and those visiting the site have the necessary security clearances prior to such persons being brought on to site. Any persons found to be non-compliant shall not be allowed entry to the site. All costs associated with the verification of personnel to meet this requirement shall be borne by the contractor.

The employer shall have unrestricted and continuous access to the works due to the statutory classification of the site and its operations. This arrangement shall be coordinated and agreed upon by all parties prior to the handover of the site to the contractor. A steering committee comprising representatives of the employer, the principal agent, the contractor and any other nominated or required party shall be set up to ensure that the contractors operations are unhindered.

Work shall be carried out during normal working hours. Any extended times or approval or overtime work shall be considered and approved by the steering committee.

The contractor shall comply with the employers' rules for the control of delivery of materials and goods into the site and for the removal of such items from the site.”

g) PAYMENT OF PRELIMINARY & GENERAL COSTS (P&G)

In the event that the contractor, due to causes of his own making, fails to achieve the targets set out in his construction programme and his performance is not in accordance with the contract, payment of the time related p&g will be paid in proportion to the value of the monthly progress payment and not in accordance with the projected cash flow for this item. The principal agent shall review the status quo and revert to paying the contractor in

accordance with the contract once the contractor has demonstrated improvement of their performance and the principal agent is satisfied that the contractor is performing diligently.

Similarly the full amount of the fixed portion of the p&g will be paid only once the successful contractor has fully complied with deliverables under this section.

h) FINAL PAYMENT

The employer shall pay to the contractor the amount certified in final payment certificate within thirty (30) calendar days of the date of issue of the payment certificate or the contractors tax invoice whichever is the later date.

i) AMBIGUITY OR DISCREPANCY

If any ambiguity or discrepancy in any of the documents forming part of the contract is found, then the contract data and or amendments herein shall prevail in cases of conflict between any of the documents.

all risks insurance - especially with the current weather conditions - we need to ensure that all contracts are insured.

SIGNATURE OF THE PARTIES

Signed at Pretoria on this the day of**2026**

AS WITNESSES:

1. _____

For and on behalf of the **Employer:**
.....
in his/her capacity as Acting Regional
General Manager

2. _____

For and on behalf of the **Employer:**
.....
in his/her capacity as the Programme
Manager.

Signed at Pretoria on this the day of**2026**

AS WITNESSES:

1. _____

3. _____

For and on behalf of the **Service
provider:**
.....
in his/her capacity as Director, who
hereby confirm that he/she is duly
authorised hereto.

C1.3 FORM OF GUARANTEE

C1.3 FORM OF GUARANTEE

**TSHEPONG HOSPITAL STORMWATER PROJECT IN KENNETH KAUNDA DISTRICT.– BID NUMBER:
DOH08NWER001**

Contract No.:

WHEREAS **INDEPENDENT DEVELOPMENT TRUST** (hereinafter referred to as "the Employer") entered into, a Contract with _____ (hereinafter called "the Contractor") on the _____ day of _____ 20____ for the construction of _____ at _____

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security byway of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS

has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE,

do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said

Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the sum of (not exceeding 10% of the Contract Sum) in

_____ (R_____)

The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

We hereby choose our address for the serving of all notices for all purposes arising here from as

IN WITNESS WHEREOF this guarantee has been executed by us at

on this _____ day of _____ 20_____

As witnesses:

1. _____ Signature _____

2. _____ Signature _____

Duly authorized to sign on behalf of

Address _____

C1.4 ADJUDICATOR'S AGREEMENT

C1.4: Adjudicator's Agreement

This agreement is made on the.....day of 20.....between the Employer

(name of company / organisation)

of (address)

..... and the Contractor

(name of company / organisation)of

(address)

..... (hereinafter called **the Parties**)

and

(name)

of (address)

..... (hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract No

.....

for (contract title)

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

(* Delete as necessary)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

6. **SIGNED by:**

(Signature):(Signature):(Signature):

Name:.....**Name:**..... **Name:**

who warrants that he/ she is
duly authorized to sign for and
on behalf of the **First Party** in
and on behalf of the presence
of

who warrants that he/ she is
duly authorized to sign for and
on behalf of the **Second Party**
presence of

the **Adjudicator** in the presence
of

Witness:**Witness:****Witness:**
(Signature):(Signature):(Signature):

Name:.....**Name:**..... **Name:**

Address:Address: Address:

.....

Date:..... Date:..... Date:

C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

Refer Overleaf:

**C.1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between Independent Development trust represented by the Supply Chain Management.

(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....
in his capacity as:
;

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by

.....
in his capacity as:

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

TENDER:

TSHEPONG HOSPITAL STORMWATER PROJECT IN KENNETH KAUNDA DISTRICT.– BID NUMBER: DOH08NWER001

at TSHEPONG HOSPITAL

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

- 1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.**
- 2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.**
- 3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.**
- 4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2**

above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **EMPLOYER** on this

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2: PRICING DATA

C2.1 Pricing Instructions

1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Standard, Project and Particular Specifications) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to measuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Standard, Project and Particular Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders.

Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities will lead to the disqualification of the Tenderer.

5. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the

work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

- a) an alternative item or material is contemplated;
- b) variations of specified components in the make-up of a pay item may be expected; and
- c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

All rates and amounts quoted in the Bill of Quantities shall be in rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

The Tenderer shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as is practicable) as to:

- a) the form and nature of the Site and its surroundings, including subsurface conditions,
- b) the hydrological and climatic conditions,
- c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- d) the means of access to the Site and the accommodation he may require

and, in the general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Tender.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the Tenderer.

7. ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication or addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

8. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Bill of Quantities are as follows:

M3.km = Cubic metre – kilometer
Km-pas = Kilometer – pass

M2.pass	=	Square metre – pass			
m	=	millimetre	h	=	hour
m					
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m ²	=	square metre	No.	=	number
m ²	=	square metre-pass	sum	=	lump sum
.p					
as					
s					
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.	=	meganewton-
			m		metre
m ³	=	cubic metre-	P C	=	Prime Cost sum
.k		kilometre	sum		
m					
l	=	litre	Prov	=	Provisional sum
			sum		
kl	=	kilolitre	%	=	per cent
M	=	megapascal	kW	=	kilowatt
Pa					

Provides the criteria and assumptions, which it will be assumed (in the contract) that the tenderer has taken into account when developing his prices.

This Bill of Quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them.

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

Quantity:	The number of units of work for each item.
Rate:	The payment per unit of work for which the tenderer 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 Bill of Quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

Bill of Quantities

9. Measurement and payment shall be in accordance with the relevant provisions of the COTO Standard Specification for Road and Bridge Works for State Authorities (2020 edition), subject to the following amendments and additions:
10. For the purposes of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the COTO Standard Specification for Road and Bridge Works for State Authorities (2020 edition).
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.

11. The agreement is based on the General Conditions of Contract for Construction Works, Third Edition, 2nd print 2015, published by the South African Institution of Civil Engineering, is applicable to this Contract and is obtainable from www.saice.org.za. The additions, deletions and alterations to the General Conditions of Contract for Construction Works, as well as the contract specific variables areas stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
12. Preliminary and general requirements are based on the various parts of the General Conditions of Contract for Construction Works,. The additions, deletions and alterations to the various parts of the GCC Preliminaries as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
 13. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
 14. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
 15. The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.
 16. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
 17. The rates contained in the Bills of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed.
 18. Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.
 19. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
 20. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
 21. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities

22. The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.

23. The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.

24. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.

25. The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:

- (a) an amount which is not to be varied, namely Fixed (F)
- (b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
- (c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).

26. Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:

- (a) 10 percent is Fixed;
- (b) 15 percent if Value Related
- (c) 75 percent is Time Related.

27. The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

28. Payment for items, which are designated to be constructed under labour-intensively, will not be made unless they are constructed using labor-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

29. The tenderer is to acquaint himself as to the specific requirements of this tender, as these clauses may be priced under the relevant Preliminaries items of the Preliminaries Bill. No claim will be entertained due to the failure of the tenderer to allow for these requirements

30. The contractor shall determine the contract skills participation goals, expressed in Rand, which shall not be less than the contract amount multiplied by a percentage factor given in Table 2 in the Standard for the applicable class of construction works. This is indicated by the percentage factor in the Final Tender Summary section. Minimum Contract Skills Development Goal (CSDG) sum = CIVIL ENGINEERING GB (0.25%) x Subtotal of the tender amount

Table 2: Contract skills development goals for different classes of engineering and construction works contracts

Class of construction works as identified in terms of Regulation 25(3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (Infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

Example 1: The contract amount for an engineering and construction works contract in the GB class of construction works is R65,7m. The contract skills development goal in Rands is $R65,7m \times 0.5\% = R328\ 500$.

31. The Employer shall determine the amount to be paid to the Enterprise Development Co-Ordinator for the Contract Participation Goal (CPG) on the contract and this amount shall be stated under the section Enterprise Development as a Provisional Sum in the Preliminaries and Generals (P&G's).

The contractor shall be paid as follows: These are recommended rates, client may change depending on the location of the project, complexity etc.). These rates must be stated by the client in the P&Gs so that all tenderers have the same rate and not result in a tenderer being disadvantaged.

Needs analysis and enterprise development plan per Targeted Enterprise – R5 000.00 (Ten thousand rands) per targeted enterprise.

Mentoring and interim reporting per Targeted Enterprise - R20 000.00 (twenty thousand rands) per quarter; and

Project completion report per Targeted Enterprise - R5 000.00 (five thousand rands) per targeted enterprise.

32. Provisional sums are provided for some items in the Schedule of Quantities. Work done under these items will be at the written direction of the Employer. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

33. The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any authorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

34. Payment to the contractor to accommodate Part/Full Occupational qualification and Trade qualifications

The employer shall include the following statement in the pricing assumptions:

The contractor shall apportion the learners in the different construction activities based on the scope of work.

The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

35. Payment to the contractor for supervision and mentoring Part/Full Occupational qualification and Trade qualifications learners

The employer shall make no provision for an additional payment item for the payment of the supervisor and/or mentors for the provision of training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule for the training of part/full time occupational learners and/or trade qualification learners.

C2.2 BILL OF QUANTITIES

CONTRACT No.:**FOR THE UPGRADE OF TSHEPONG HOSPITAL STORMWATER DRAINAGE AND REPAIR OF THE ROOF****SECTION C1.2 : GENERAL REQUIREMENTS AND PROVISIONS**

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C1.2.1		Environmental Management				
	C1.2.1.1	Monitoring of compliance with and reporting on the EMP	month	6		R -
	C1.2.1.2	Dedicated environmental officer	month	6		R -
	PC 1.2.1.3	Complying with specific provisions in terms of the Environmental Management Plan				
		(a) Obtain the required permits for removal/pruning of protected species	prime cost sum	1		R -
		(b) Search for and rescue of plants of high conservation value	prime cost sum	1		R -
		(c) Alien Plant control	prime cost sum	1		R -
		(d) Re-planting on affected areas specifically related to complying with the requirements of the EMP	prime cost sum	1		R -
		(e) Post-contract maintenance and monitoring to comply with the requirements of the EMP	prime cost sum	1		R -
C1.2.2		Programming and Reporting				
	C1.2.2.1	Submission of a Level 1 Initial Programme	lump sum	1		R -
	C1.2.2.2	Reviewing and updating a Level 1 programme every month	month	6		R -
	C1.2.2.6	Preparation and submission of all information and reports specified in the Contract Documentation	month	6		R -
C1.2.4		Stakeholder liaison	month	6		R -
C1.2.5		Safety				
	C1.2.5.1	Health and safety plan	lump sum	1		R -
	C1.2.5.2	Implementation of health and safety plan	month	6		R -
	PC1.2.5.3	Extra -over for Provision of traffic accommodation	month	6		R -
C1.2.6		Work adjacent to properties				
	C1.2.6.1	Survey of adjacent properties	Provisional sum	1		R -
	C1.2.6.2	Preventive or mitigation measures	lump sum	1		R -
	C1.2.6.3	Handling cost, profit and all other charges in r	percentage (%)			R -
C1.2.8		Dayworks				
	C1.2.8.1	Personnel				
		(a) Unskilled labourer	hour (h)	60		R -
		(b) Semi-skilled labourer	hour (h)	60		R -
		(c) Skilled labourer	hour (h)	60		R -
		(d) Gang leader	hour (h)	60		R -
		(e) Foreman	hour (h)	60		R -
	C1.2.8.2	Construction equipment				
		(d) Front end loader TLB 4x4 (0.75m ³)	hour (h)	60		R -
		(e) Tractor loader backhoe	hour (h)	60		R -
		(g) Compressor (portable diesel with 3 jackhammers and 90 m house)	hour (h)	60		R -
		(i) Water tanker (10 000 litre)	hour (h)	20		R -
		(j) Vibrating plate compactor (5kW,124kg)	hour (h)	60		R -

		(k) Pedestrian double drum roller (650 mm wide)	hour (h)	60		R	-
		(l) Cherripicker (roof access)	hour (h)	24		R	-
		(m) Rammers	hour (h)	10		R	-
		(n) Jack hammer	hour (h)	10		R	-
		(o) Concrete breaker	hour (h)	20		R	-
		(p) Saw cutter (asphalt)	hour (h)	20		R	-
		(q) Saw cutter (concrete)	hour (h)	20		R	-
	C1.2.8.3	Vehicles					
		(a) Light delivery vehicle	kilometre (km)	1000		R	-
		(b) Flatbed truck (8 ton with hydraulic crane)	kilometre (km)	24		R	-
		(d) Tipper trucks (3 - 5 ton)	kilometre (km)	500		R	-
	C1.2.8.4	Materials					
		(a) Procurement of materials	provisional sum	1		R	-
		(b) Contractor's handling costs, profit and all other charges in respect of item C1.2.8.4(a)	percentage (%)			R	-
C1.2.9		Disposal of non-useable assets					
	C1.2.9.1	Disposal of non-useable assets identified in the Contract Documentation at time of tender	rate (per asset)				
		(a) Existing drainage pipes to be replaced with new pipes, as indicated on the drawing.	lump sum	1		R	-
		(b) Damaged grid inlets	lump sum	1		R	-
		(ii) Damaged manhole covers	lump sum	1		R	-
		(iii) Damaged kerb inlets covers	lump sum	1		R	-
		(c) Existing sand bags as identified during tender	lump sum	1		R	-
	C1.2.9.2	Disposal of non-useable assets not identified at time of tender	provisional sum	1		R	-
	C1.2.9.3	Handling cost, profit and all other charges in respect of item C1.2.9.2	percentage (%)			R	-
C1.2.10		Community Development Programme					
		COMMUNITY DEVELOPMENT 'IDT' has taken a strategic decision to promote community development in line with its SCM Policy. Based on the above tenderer must promote Supplier Development through involving Small Business Enterprises residing within the municipal ward. Special reference is made to the Contract Data section in terms of sub-contracting F:..... V:..... T:					
		CONTRACT PARTICIPATION GOALS (CPG) Note to tenderers: As CPGs may not provide any bidder a competitive advantage. Provisional Amounts and fixed percentages for profit and attendance have been provided. Only the provisional amount will be adjusted once the awarded tender amount and/or the beneficiaries have been appointed, and the final values have been ascertained. F:..... V:..... T:					
		The Employer determined the amount to be paid to the Enterprise Development Co-Ordinator for the Contract Participation Goal (CPG) on the contract and this amount shall be stated under the section Enterprise Development as a Provisional Sum in the Preliminaries and Generals (P&G's).					

			The contractor shall be paid as follows: These are recommended rates, client may change depending on the location of the project, complexity etc.). These rates must be stated by the client in the P&Gs so that all tenderers have the same rate and not result in a tenderer being disadvantaged.				
			Needs analysis and enterprise development plan per Targeted Enterprise	No.	1	R 5 000.00	R 5 000.00
		Mentoring and interim reporting per Targeted Enterprise		Per quarter	2	R 20 000.00	R 40 000.00
		Project completion report per Targeted Enterprise		No.	1	R 5 000.00	R 5 000.00
			SUMMARY OF CATEGORIES				
			Category: Fixed R.....				
			Category: Value R.....				
			Category: Time R.....				
			TOTAL CARRIED FORWARD TO SUMMARY				R -

CONTRACT No.:
FOR THE UPGRADE OF TSHEPONG HOSPITAL STORMWATER DRAINAGE AND REPAIR OF THE ROOF

SECTION C 1.3: CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS

[illegible]

CONTRACT No.:
FOR THE UPGRADE OF TSHEPONG HOSPITAL STORMWATER DRAINAGE AND REPAIR OF THE ROOF

SECTION C1.4: FACILITIES FOR THE ENGINEER

ITEM		DESCRIPTION	UNIT	QTY	RATE	Amount
C1.4.1		Site accommodation				
	C1.4.1.1	Offices and conference room	square metre (m ²)	36		R -
	C1.4.1.6	Car ports	number (No.)	2		R -
	C1.4.1.7	Ablution unit <i>(including latrines, wash basins, showers, taps, hot and cold water supply, electricity and electrical lighting fittings)</i>	number (No.)	1		R -
	C1.4.1.9	Kitchen unit complete with one unit kitchen cabinet, 2 shelves, dishwashing sink and microwave	number (No)	1		R -
	C1.4.1.11	Type B prefabricated house with kitchen unit <i>(including stove, refrigerator, dining table, chairs, cupboard, sink, refuse-bin, taps, hot and cold water supply, electricity, plug points, electricity light fittings, burglar proofing, and washing lines)</i>	number (No.)	2		R -
	C1.4.1.13	Rented housing paid for by the Contractor	provisional sum	1		R -
	C1.4.1.14	Contractor's handling costs, profit and all other charges in respect of item C1.4.1.13	percentage (%)			R -
C1.4.2		Items measured by area				
	C1.4.2.1	Lockable steel storage cabinet with 4 adjustable shelves	No	1		R -
	C1.4.2.8	Notice boards (Magnetic)	square metre (m ²)	1		R -
	C1.4.2.9	White boards	square metre (m ²)	3		R -
C1.4.3		Items measured by number				
	C1.4.3.1	Office swivel chair	number (No.)	2		R -
	C1.4.3.2	Office chair	number (No.)	2		R -
	C1.4.3.3	Draughtsman's stool	number (No.)	1		R -
	C1.4.3.5	Office desk with 3 drawers <i>(at least one lockable drawer)</i>	number (No.)	2		R -
	C1.4.3.7	Drawing table	number (No.)	1		R -
	C1.4.3.8	Conference table (8 seater)	number (No.)	1		R -
	C1.4.3.9	Bookcase	number (No)	1		R -
	C1.4.3.10	Filing cabinet	number (No)	1		R -
	C1.4.3.11	General purpose steel cabinet with shelves	number (No)	1		
	C1.4.3.12	A0 Plan filing Rack Mobile Trolley	number (No.)	1		R -
	C1.4.3.13	220/250 volt power outlet plug point	number (No.)	4		R -
	C1.4.3.15	Single 1500m, 58 watt fluorescent tube ceiling light	number (No.)	2		R -
	C1.4.3.18	7 watt LED bulb ceiling light	number (No.)	4		R -
	C1.4.3.19	Wash-hand basin	number (No.)	1		R -
	C1.4.3.23	Fire extinguisher 9,0 kg, dry powder type	number (No.)	2		R -
	C1.4.3.24	Air-conditioning unit, 12000 BTU equipped with heating and cooling functionalities	number (No.)	2		R -
	C1.4.3.27	Waste paper basket	number (No.)	2		R -
	C1.4.3.28	UPS / Voltage stabiliser	number (No.)	1		R -
	C1.4.3.29	A3 / A4 colour printer, copier, scanner	number (No.)	1		R -
	C1.4.3.31	Rain gauge	number (No.)	1		R -
	C1.4.3.34	Mobile outdoor weather station	number (No.)	1		R -
	C1.4.3.36	Measuring wheel	number (No.)	1		R -
	C1.4.3.37	Regulation 7 First aid kit	number (No.)	1		R -
C1.4.4		Prime cost items				
	C1.4.4.1	Cell phones costs, including pro-rata rentals, for calls made in connection with contract administration	prime cost (PC) sum	1		R -
	C1.4.4.2	Handling costs and profit in respect of item C1.4.4.1	percentage (%)			R -
	C1.4.4.5	The provision of internet connectivity and WiFi data for Engineer's site staff	prime cost (PC) sum	1		R -
	C1.4.4.6	Handling costs and profit in respect of item C1.4.4.5	percentage (%)			R -
	C1.4.4.7	The provision of paper and ink for a combination colour printer/copier/scanner	prime cost (PC) sum	1		R -

	C1.4.4.8	Handling costs and profit in respect of item C1.4.4.7	percentage (%)			R	-
	C1.4.4.9	The provision of a complete 220/250 volt single phase electrical power installation, including all poles, insulators, wiring, switchboards, mains connections, meters etc.	prime cost (PC) sum	1		R	-
	C1.4.4.10	Handling costs and profit in respect of item C1.4.4.9	percentage (%)			R	-
	C1.4.4.13	Provision of a 440/231 volt three phase electricity generator if electricity from a power supply authority is not available on site	prime cost (PC) sum	1		R	-
	C1.4.4.14	Handling costs and profit in respect of item C1.4.4.13	percentage (%)			R	-
C1.4.5		Services at site offices, laboratories and site accommodation					
	C1.4.5.1	Fixed costs	lump sum	1		R	-
	C1.4.5.2	Running costs	month	6		R	-
C1.4.8		Site security measures for the Engineer's facilities					
	C1.4.8.1	Supply and installation of all required security measures at the Engineer's site offices and laboratories	lump sum	1		R	-
	C1.4.8.2	Provision of security guards / watchmen and an armed response service at the Engineer's site offices and laboratories	month	6		R	-
TOTAL CARRIED FORWARD TO SUMMARY						R	-

CONTRACT No.:
FOR THE UPGRADE OF TSHEPONG HOSPITAL STORMWATER DRAINAGE AND REPAIR OF THE ROOF

SECTION C1.5: ACCOMMODATION OF TRAFFIC

ITEM		DESCRIPTION	UNIT	QTY	RATE	Amount
C1.5.1		Accommodation of pedestrian and non-motorised traffic				
	C1.5.1.1	Accommodation of pedestrian and non-motorised traffic	month	6		R -
C1.5.2		Accommodation of vehicular traffic	month	6		R -
PC1.5.3		Liaison with hospital and local municipality authorities	month	6		R -
C1.5.11		Provision of safety equipment for visitors				
	C1.5.11.1	Provision of reflective safety vests for visitors	number (No)	4		R -
	C1.5.11.2	Provision of hard hats for visitors	number (No)	4		R -
C1.5.12		Additional traffic accommodation facilities ordered by the Engineer:				
	C1.5.12.1	Provision of additional traffic accommodation facilities	provisional sum	1		R -
	C1.5.12.2	Handling cost, profit and all other charges in respect of item C1.5.12.1	percentage (%)	0		R -
PC 1.5.13		Penalties for non-compliance of traffic accommodation				
	PC1.5.13.1	Fixed penalty per occurrence	number(No)	Rate only		Rate only
	PC1.513.2	Time related penalty	day	Rate only		Rate only
TOTAL CARRIED FORWARD TO SUMMARY						R -

CONTRACT No.:
FOR THE UPGRADE OF TSHEPONG HOSPITAL STORMWATER DRAINAGE AND REPAIR OF THE ROOF
SECTION C2.1: GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C2.1.1		Location, identification, protection and relocation of existing services				
	C2.1.1.1	Contractor's obligations	lump sum	1		R -
	C2.1.1.2	Permanent services relocation or protection work by others				
	(a)	Optic fibre	prime cost (PC) sum	1		R -
	(b)	CCTV cameras and variable signs	prime cost (PC) sum	1		R -
	(c)	Telkom communication lines	prime cost (PC) sum	1		R -
	(d)	Municipality services	prime cost (PC) sum	1		R -
	(e)	Eskom overhead and underground infrastructure	prime cost (PC) sum	1		R -
	(f)	Gas pipelines	prime cost (PC) sum	1		R -
	(g)	Steam water pipelines	prime cost (PC) sum	1		R -
	C2.1.1.3	Handling costs and profit in respect of item C2.1.1.2 above	percentage (%)			R -
	C2.1.1.4	Permanent services relocation or protection work by the Contractor	provisional sum	1		R -
C2.1.2		Existing services location, detection and verification				
	C2.1.2.1	Using specialist detection services (<i>ground penetrating radar, radio detection etc.</i>)	prime cost (PC) sum	1		R -
	C2.1.2.2	Handling costs and profit in respect of item C2.1.2.1 above	percentage (%)			R -
	C2.1.2.5	Using hand excavation to locate, expose and verify services	cubic metre (m ³)	400		R -
C2.1.3		Obtaining construction or work permits	lump sum	1		R -
C2.1.5		Provision of record drawings and applicable data	lump sum	1		R -
C2.1.6		Trenching				
	C2.1.6.1	Trenches up to 1.0m wide				
	(a)	Up to 1.0m deep	cubic metre (m ³)	900		R -
C2.1.7		Extra over items C2.1.6, C2.1.8 and C2.1.16 for excavating in:				
	C2.1.7.1	Hard material irrespective of depth	cubic metre (m ³)	50		R -
C2.1.11		Backfilling of trenches				
	C2.1.11.1	Backfill compacted to 93 % (100 % for sand) of MDD (areas subject to traffic loads) using material				
	(a)	From the excavated trench material	cubic metre (m ³)	540		R -
C2.1.17		Removal and disposal of spoil materials from excavation site				
	C2.1.17.1	To spoil sites provided by the Employer as indicated in the Contract Documentation or as instructed by the engineer	cubic metre (m ³)	285		
C2.1.19		Dealing with water during services work				
	C2.1.19.1	Dealing with surface water	lump sum	1		R -
	C2.1.19.2	Dealing with subsurface water	lump sum	1		R -

C2.1.24		Saw-cutting before excavation				
	C2.1.24.1	Saw-cutting asphalt to an average depth				
	(b)	Exceeding 50mm but not exceeding 100mm	square metre (m ²)	69		R -
	C2.1.24.2	Saw-cutting concrete to an average depth				
	(b)	Exceeding 50mm but not exceeding 100mm	square metre (m ²)	35		R -
	C2.2.24.3	Saw-cutting through other materials				
	(b)	Exceeding 50mm but not exceeding 100mm	square metre (m ²)	25		R -
C2.1.27		Demolition of existing manholes, access chambers and other service structures consisting of:				
	C2.1.27.1	Unreinforced concrete	cubic metre (m ³)	15		R -
	C2.1.27.2	Reinforced concrete	cubic metre (m ³)	30		R -
	C2.1.27.3	Masonry	cubic metre (m ³)	30		R -
TOTAL CARRIED FORWARD TO SUMMARY						R -

CONTRACT No.:
FOR THE UPGRADE OF TSHEPONG HOSPITAL STORMWATER DRAINAGE AND REPAIR OF THE ROOF

SECTION C2.2: DRY SERVICES

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C2.2.1		Supply, lay and prove ducts				
	C2.2.1.1	U-PVC normal duty utility duct (SANS 286 ClassC)				
		(a) 110 mm dia. OD	metre (m)	200	R	-
		(b) 160 mm dia. OD	metre (m)	200	R	-
	C2.2.1.2	HDPE sub-duct with pre-installed polyester pull tape or similar				
		(a) 40mm dia OD	metre (m)	150	R	-
C2.2.4		Bedding for ducts compacted to 90 % of MDD (100 % for sand) using material:				
	C2.2.4.1	Selected from the excavated trench material	cubic metre (m ³)	100	R	-
	C2.2.4.2	Selected from other excavations on site	cubic metre (m ³)	50	R	-
	C2.2.4.6	Extra over items C2.2.4.1 to C2.2.4.5 for stabilising material with cement	cubic metre (m ³)	100	R	-
C2.2.5		Concrete for bedding and encasement of ducts				
	C2.2.5.2	Concrete encasement of ducts (C12/15-38 class of concrete)	cubic metre (m ³)	100	R	-
C2.2.7		Handholes, manholes and access chambers for ducts				
	C2.2.7.2	Manholes (concrete manhole as per drawing SD1003B)				
		(a) 2.0m up to 2.5m deep	number (No.)	10	R	-
C2.2.8		Covers and frames for duct handholes, manholes and access chambers				
	C2.2.8.1	900 x 900 mm Ductile iron ,medium duty,lockable	number (No.)	10	R	-
TOTAL CARRIED FORWARD TO SUMMARY					R	-

CONTRACT No.:
FOR THE UPGRADE OF TSHEPONG HOSPITAL STORMWATER DRAINAGE AND REPAIR OF THE ROOF

SECTION C3.1: DRAINS

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C3.1.2		Clearing, shaping and disposal of accumulated sediment in existing unlined open drains				
	C3.1.2.2	Using labour enhanced construction methods	cubic metre (m ³)	635		R -
C3.1.13		Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems				
	C3.1.13.1	Outlet structures as per drawing3	number (No)	2		R -
	C3.1.13.2	Inspection boxes	number (No)	8		R -
	C3.1.13.3	Junction boxes				
		(a) Type A1	number (No)	3		R -
		(b) Type A2	number (No)	3		R -
		(c) Type B1	number (No)	3		R -
		(d) Type B2	number (No)	3		R -
		(e) Type B3	number (No)	3		R -
		(f) Type C	number (No)	3		R -
		(g) Type D	number (No)	3		R -
TOTAL CARRIED FORWARD TO SUMMARY						R -

CONTRACT No.:
FOR THE UPGRADE OF TSHEPONG HOSPITAL STORMWATER DRAINAGE AND REPAIR OF THE ROOF

SECTION C3.2: CULVERTS

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C3.2.1		Excavation for culvert structures:				
	C3.2.1.1	Excavating in air material situated within the following depth ranges below the surface level:				
		(a) 0m to 1,5m	cubic metre (m ³)	910		R -
		(b) Exceeding 1,5m and up to 3,0m	cubic metre (m ³)	578		R -
	C3.2.1.2	Excavating in soft material situated 0m to 1.5m below the surface level using labour enhanced construction methods or instructed by hand under clause A3.2.7.2(d)	cubic metre (m ³)	200		R -
	C3.2.1.3	Excavating intermediate material situated 0m to 1.5m below the surface level using labour enhanced construction methods or instructed by hand under clause A3.2.7.2(d)	cubic metre (m ³)	300		R -
C3.2.2		Backfilling				
	C3.2.2.1	Using the excavated material	cubic metre (m ³)	450		R -
	C3.2.2.2	Using imported selected material:				
		(a) From commercial sources (<i>G7 material</i>)	cubic metre (m ³)	450		R -
C3.2.3		Concrete pipe culverts:				
	C3.2.3.2	On Class A bedding (<i>50D interlocking</i>)				
		(a) 600 mm dia.	metre (m)	750		R -
C3.2.12		Demolition of concrete members or elements: Demolition also listed in section 2.1				
	C3.2.12.1	Full member or element (<i>location and description</i>)				
		(a) Headwall and wingwall of existing culvers	cubic metre (m ³)	1		R -
		(b) Manhole and grid inlet	cubic metre (m ³)	5		R -
	PC3.2.12.3	Removal and disposal of concrete pipes				
		(a) 450 mm diameter	m	255		R -
		(b) 600 mm diameter	m	20		R -
C3.2.18		Benching	cubic metre (m ³)	230		R -
C3.2.19		Accessories				
	C3.2.19.1	Manhole frames and junction boxes (0.9- 1.2 deep)	number (No.)	8		R -
	C3.2.19.2	Manholes and junction boxes (1.2 - 2.5 deep)	number (No.)	22		R -
	C3.2.19.6	Inlet channel gratings (<i>Type A, 40KN, wheel loading</i>)				
		(a) Single frame	number (No.)	20		R -
		(b) Double frame	number (No.)	10		R -
	PC3.2.29.2	Extra-over for removal of asbestos pipes, including handling, obtaining permits and disposal in accordance with relevant legislation	provisional sum	1		R -
TOTAL CARRIED FORWARD TO SUMMARY						R -

CONTRACT No.:

FOR THE UPGRADE OF TSHEPONG HOSPITAL STORMWATER DRAINAGE AND REPAIR OF THE ROOF

**CONCRETE KERBING AND CHANNELLING, ASPHALT BERMS,
SECTION C3.3 : CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE
PITCHED AND GABION LININGS FOR OPEN DRAINS**

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C3.3.1		Concrete kerbing:				
	C3.3.1.1	Prefabricated kerbing				
	(a)	Precast barrier kerb SANS Fig 3	metre (m)	860		R -
C3.3.2		Concrete kerbing-channeling combination:				
	C3.3.2.1	Prefabricated kerbing-channeling (<i>as per drawing no. TD-RD-001</i>)				
	(a)	Precast barrier kerb SANS Fig 3 and in-situ channel (C25/30-20 concrete)	metre (m)	50		R - *
	(b)	Precast barrier kerb SANS Fig 6 and in-situ channel (C25/30-20 concrete)	metre (m)	50		R - *
	(c)	Precast barrier kerb SANS Fig 7 and in-situ channel (C25/30-20 concrete)	metre (m)	250		R - *
C3.3.3		Extra over items C3.3.1 and C3.3.2 for concrete kerbing or concrete kerbing and channelling on curves				
	C3.3.3.1	On curves of radii more than or equal to 5,0m but less than 20m	metre (m)	635		R -
	C3.3.3.2	On curves with radii more than or equal to 1,0m but less than 5,0m	metre (m)	21		R -
	C3.3.3.3	On curves with radii less than 1,0m	metre (m)	18		R -
C3.3.11		Concrete screed or backfill below chutes (0.15 thick and class C16/20 concrete)	cubic metre (m ³)	42		R -
C3.3.12		Reinforcement:				
	C3.3.12.1	Mild steel bars	ton (t)	2		R -
	C3.3.12.2	High-tensile steel bars	ton (t)	2		R -
	C3.3.12.3	Welded steel fabric (Ref. no.311)	kilogram (kg)	100		R -
C1.7.2		Hauling				
	C1.7.2.2	Hauling material to spoil and offloading it at a designated spoil or stockpile area:				
	(b)	Soil and gravel material	cubic metre - kilometre (m ³ - km)	10 000		R -
TOTAL CARRIED FORWARD TO SUMMARY						R -

CONTRACT No.:
FOR THE UPGRADE OF TSHEPONG HOSPITAL STORMWATER DRAINAGE AND REPAIR OF THE ROOF

SECTION C11.2: NON - STRUCTURAL GABIONS

ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C11.2.1			Foundation trench excavations				
	C11.2.1.1		Excavating all material situated within the following depth ranges below the surface level:				
		(a)	0m to 1,5m	cubic metre (m ³)	1 127	R	-
	C11.2.1.2		Extra over for sub - item C11.2.1.1 for excavation in hard material, irrespective of depth				
	C11.2.1.3		Excavating soft material within 1,5 m below surface level using labour enhanced construction methods	cubic metre (m ³)	30	R	-
	C3.2.1.3		Excavating intermediate material situated 0m to 1.5m below the surface level using labour enhanced construction methods or instructed by hand under clause A3.2.7.2(d)	cubic metre (m ³)	100	R	-
C11.2.2			Surface peparation for bedding the gabion boxes and mattresses	square metre (m ²)	5 400	R	-
C11.2.3			Gabion boxes and mattresses:				
	C11.2.3.3		Galvanised gabion mattresses (2m x 1m x 0.3m)	cubic metre (m ³)	1 050	R	-
C11.2.4			Geotextile (Bidim A5)	square metre (m ²)	4 500	R	-
TOTAL CARRIED FORWARD TO SUMMARY						R	-

CONTRACT No.:
FOR THE UPGRADE OF TSHEPONG HOSPITAL STORMWATER DRAINAGE AND REPAIR OF THE ROOF

SECTION C12.7 : TRENCHLESS
METHODS

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C12.7.1		Establishment on site for pipe jacking	lump sum	1		R -
C12.7.2		Moving to and setting up equipment at each position for horizontal directional drilling	number (No)	3		R -
C12.7.3		Installing holes of 600mm to required length for horizontal directional drilling	metre (m)	30		R -
C12.7.4		Penetrating unidentified obstructions/services usinhorizontal directional drilling for penetration of:				
	C12.7.4.1	Steel or iron	m	1		R -
	C12.7.4.2	Concrete	m	5		R -
	C12.7.4.3	Rock of UCS > 3MPa	m	1		R -
TOTAL CARRIED FORWARD TO SUMMARY						R -

CONTRACT No.:
FOR THE UPGRADE OF TSHEPONG HOSPITAL STORMWATER DRAINAGE AND REPAIR OF THE ROOF

SECTION D - D1000 TRAINING, COACHING, GUIDANCE, MENTORING AND ASSISTANCE

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
D10.02		Stakeholder and Community Liaison and Social Facilitation				
	(a)	Cost of liaison, social facilitation and PLC support	prime cost (PC) sum	1	R	-
	(b)	Handling cost and profit in respect of sub-item D10.02(a)	percentage (%)		R	-
D10.03		Tender processes for targeted enterprises				
	(a)	Contractor's charge for the management and execution of the Targeted Enterprise procurement process:	lump sum	1	R	-
	(i)	Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors of CIDB 1 and 2 contractor grading	number (No.)	20	R	-
	(iv)	Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise suppliers	number (No.)	10	R	-
	(b)	Targeted Enterprise Procurement Coordinator	month	6	R	-
D10.04		Responsibilities of the Contractor towards Targeted Enterprises				
	(a)	Contractor's establishment, management, management support, assistance, coaching, guidance, mentoring and supervision of Targeted Enterprises	month	6	R	-
	(b)	Targeted Enterprise Construction Manager	Person.Month	6	R	-
	(c)	Targeted Enterprise Site Supervisors	Person.Month	6	R	-
D10.05		Construction Works by Targeted Enterprises				
	(a)	Payments associated with the construction works carried out by Targeted Enterprise subcontractors of CIDB 1 and 2 contractor grading designation appointed in terms of Section D	provisional sum	1	R	-
	(b)	Handling costs and profit in respect of payment associated with sub-item D10.05(a)	percentage (%)		R	-
D10.06		Training, coaching, guidance, mentoring and assistance				
	(a)	Training Costs				
	(i)	Accredited NQF training	provisional sum	1	R	-
	(ii)	Accredited generic skills training	provisional sum	1	R	-
	(iii)	Community skills training	provisional sum	1	R	-
	(iv)	Handling cost and profit in respect of subitems D10.06(a)(i), (ii) and (iii)	percentage (%)		R	-
	(d)	Training venue	lump sum	1		
TOTAL CARRIED FORWARD TO SUMMARY					R	-

CONTRACT No.:
FOR THE UPGRADE OF TSHEPONG HOSPITAL STORMWATER DRAINAGE AND REPAIR OF THE ROOF

SECTION C - CLADDING AND SHEETING

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
8.2		Scheduled items				
	8.2.1	Site establishment	lump sum	1		R -
	8.2.2	Supply and install cladding and sheeting (0.5mm thick Chromadek®)	square metre (m ²)	1600		R -
	8.2.3	Supply and install ancillaries	metre (m)	140		R -
	8.2.4	Painting (zinc base coat and colour paint)	square metre (m ²)	1600		R -
	P8.2.5	Removal of existing roof cladding	square metre (m2)	1600		R -
	P8.2.6	Inspection of roof trusses (provisional)	Provisional sum	1		R -
	P8.2.7	Replacement of roof trusses (provisional)	Provisional sum	1		R -
	P8.2.8	Inspection of adjacent roofs (provisional)	square metre (m ²)	1		R -
	P8.2.9	Replacement of roof sheeting on adjacent roofs (provisional)	square metre (m ²)	1000		R -
TOTAL CARRIED FORWARD TO SUMMARY						R -

SUMMARY PROJECT
FOR THE UPGRADE OF TSHEPONG HOSPITAL STORMWATER DRAINAGE AND REPAIR OF THE ROOF

GENERAL				
C1.2	GENERAL REQUIREMENTS AND PROVISIONS		R	-
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS		R	-
C1.4	FACILITIES FOR THE ENGINEER		R	-
C1.5	ACCOMMODATION OF TRAFFIC		R	-
SERVICES				
C2.1	GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES		R	-
C2.2	DRY SERVICES		R	-
DRAINAGE				
C3.1	DRAINS		R	-
C3.2	CULVERTS		R	-
C3.3	CONCRETE KERBING AND CHANNELLING, ASPHALT BERMS, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS		R	-
ANCILLIARY ROAD WORKS				
C11.2	NON-STRUCTURAL GABIONS		R	-
GEOTECHNICAL				
C12.7	TRENCHLESS METHODS		R	-
SECTION D: STAKEHOLDER AND COMMUNITY LIAISON, AND TARGET LABOUR AND TARGETED ENTERPRISES UTILISATION AND DEVELOPMENT				
D1010	TRAINING, COACHING, GUIDANCE, MENTORING AND ASSISTANCE		R	-
SECTION C: CLADDING AND SHEETING			R	-
SUB-TOTAL			R	-
CONTINGENCY @ 7.5%			R	-
VARIATIONS @ 10%			R	-
SUB-TOTAL (2)			R	-
Contract Skills Development Goal (CSDG)				
Minimum Contract Skills Development Goal (CSDG) sum = Civil Engineering (0.25%) x 'Sub Total (2)' of the tender amount		0.25%	R	-
SUB-TOTAL (3)			R	-
Add: Value Added Tax at 15%		15%	R	-
TOTAL			R	-

C3 SCOPE OF WORKS

C3.1 Project Scope of Works

BID NUMBER: DOH08NWER001/CON14

CIDB Category 7 CE or higher

FOR

**APPOINTMENT OF A CONTRACTOR FOR TSHEPONG HOSPITAL STORMWATER PROJECT
WITHIN THE DR KENNETH KAUNDA DISTRICT MUNICIPALITY, NORTH WEST PROVINCE.–
BID NUMBER: DOH08NWER001/CON14**

Specifies and describes the supplies, services, or engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed.

1) DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The scope of works is to undertake TSHEPONG HOSPITAL STORMWATER PROJECT

The employer may include the following statement in the tender documents should the employer wish to have specific training carried out as an objective of the project: One of the objectives of the project is to training ether of the following: (occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates)

The objective of the project is to provide for a minimum contract participation goal (CPG) of 5% of the total project value and to develop targeted enterprise by the main or lead partner contractors.

The Contractor shall:

- Subcontract a minimum of 5% of the total project value to targeted enterprises;
- Perform needs analysis on the targeted enterprise to identify developmental goals;
- Provide internal mentorship support to improve the targeted enterprise/s performance;
- Develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas to the CIDB Competence Standard for Contractors Gazette No. 41237, 10 November 2017
- Monitor and report the progress of the agreed development areas with the targeted enterprise/s
- Submit a project completion report to the Employer's representative for each targeted enterprise.

The Contractor shall provide opportunities to learners requiring structured workplace learning using one or a combination of any of the Skills Methods as agreed: accommodate Part/Full Occupational qualification (Method 1), Trade qualifications learners (Method 2), train Work Integrated Learners – P1 and P2 Learners (Method 3) and/or Professional Candidates (Method 4) as indicated in the cidb Standard and as agreed to by the Employer on this project (Employer to stipulate)

The Contractor may only place 33% employees employed by him/her or that of his/her subcontractor contributing to the CSDG.

The Contractor shall achieve the measurable CSDG by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the Skills Methods as agreed: accommodate Part/Full Occupational qualification (Method 1), Trade qualifications

learners (Method 2), Work Integrated Learners (Method 3) and/or Candidates (Method 4) as per the cidb Standard in relation to work directly related to the Contract as indicated under clause 4.2 and 4.3 in the cidb Standard. (Employer to stipulate).

The Contractor shall ensure that all beneficiaries of the Standard are registered with CIDB Skills Development Agency (SDA).

The Contractor shall be responsible for developing subcontractors in accordance with the cidb Standard for Indirect Targeting for Enterprise Development.

The Contractor shall be responsible for the appointment of the Enterprise Development Coordinator.

1.2 Subcontracting

1.2.1 Scope of mandatory subcontract work

As per the mandatory sub-contracting clause, the Contractor must not sub-contract more than 30%, 10% of which may be allocated to the IDT CDP contractors between 1CE and 4CE (list per cluster will be provided upon appointment).

The Contractor shall without delay enter into contracts with the Domestic Subcontractors as submitted on the returnable schedule and forward a copy of these agreements to the Principal Agent. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

The Contractor to take note of item 3.2.2 below

1.2.2 Attendance on subcontractors

Attendance to Domestic Sub-contractors as stated above should be priced under the relevant items in the Preliminaries section of the bills of quantities. Attendance to nominated sub-contractors should be priced under the relevant items in the Provisional Sums section of the bills of quantities.

1.3 CIDB B.U.I.L.D. Programme

The contractor must comply with the Department of Public Works and Infrastructure General Notice 1779 of 2023 as per Construction Industry Development Board (CIDB) for achieving the standards for delivery skills for infrastructure contracts 31 March 2023.

PART A: GENERAL (Project specific)

A1 MISCELLANEOUS

The Standard Specifications that form part of this Contract have been written to cover all phases of work normally required for road and civil works contracts and may therefore cover items of work not applicable to this particular Contract.

The Project Specifications form an integral part of the Contract Documents, supplement the Standard Specifications, and take precedence in the event of discrepancies with the Standard Specifications, the Bill of Quantities or the Drawings.

A2 DESCRIPTION OF THE WORKS

(a) Employer's Objectives

The main objective of the Employer is the Upgrading of the stormwater drainage and fixing the roof leakages in Tshepong Hospital within Dr. Kenneth Kaunda District Municipality.

Objectives during construction are to provide black empowered economic enterprise contractors with a portion of the work, work opportunities to the local communities, provide training to local and other labourers and to execute and complete the work with a high degree of safety, sensitivity to the environment and quality.

(b) The Site

Tshepong Hospital is situated on the eastern side of Benji Olifant Road in Jouberton, Klerksdorp in the North-West Province. The hospital is within ward 19 of City of Matlosana Local Municipality.

(a) The Works

The work included in this Contract will consist mainly of the following:

(iii) Stormwater

- Augment Stormwater of the current stormwater drainage
- Cleaning and erosion protection of the open drain.
- Provide non-shrink cement mortar to the floor of the existing channel and shape to improve the slope and water flow.
- Construct energy dissipaters at the overflow outlets.
- Rehabilitate kerb inlets along the access road and cover with tamper proof grid to prevent ingress of deleterious materials.

(iv) Roofing

- Refurbishment or replacement of the roof at the casualty and administration building.
Replacement of some of the roof trusses.
- Replacement of some of the roof sheeting.
- Jet washing and repainting the roof.
- Inspection of other roofs as directed by client.

(g) Existing services

The following existing services may be encountered within the road reserve:

- Telkom lines;
- Overhead power lines;
- Electrical cables;
- Water pipes from farmers crossing through culverts.
- Gas pipelines

Telkom and Eskom overhead lines affected by the construction are to be relocated by the service owners. The positions of these services are shown on the layout drawings.

(h) Maintenance works

The Contractor shall be responsible for maintaining of the stormwater, from the date of handing over of the site until the date of issue of the certificate of completion of the Works.

Once the certificate of completion of the Works has been issued the responsibility for normal maintenance (e.g. collection of litter, clearing of drains, repair of affected internal roads, etc) shall revert back to the Hospital. The Contractor shall, however, still be responsible for the contractual maintenance during the Defects Liability Period.

A3 DRAWINGS

The reduced drawings that form part of the Tender Documents are to be used for tender purposes only.

The Contractor will be supplied with one set of A1 paper prints of each of the Drawings.

Any information in the possession of the Contractor that is required by the Engineer's Representative to complete his as-built drawings must be supplied to the Engineer's Representative before a Certificate of Completion will be issued.

Only figured dimensions must be used and Drawings must not be scaled unless required by the Engineer. The Engineer will supply any figured dimensions that may have been omitted from the Drawings.

The levels given on the Structural Drawings are subject to confirmation on the Site and the Contractor shall submit all levels to the Engineer for confirmation before he commences construction of any structure. The Contractor shall also check all clearances given on the Drawings and shall inform the Engineer of discrepancies.

A4 POWER SUPPLY AND OTHER SERVICES

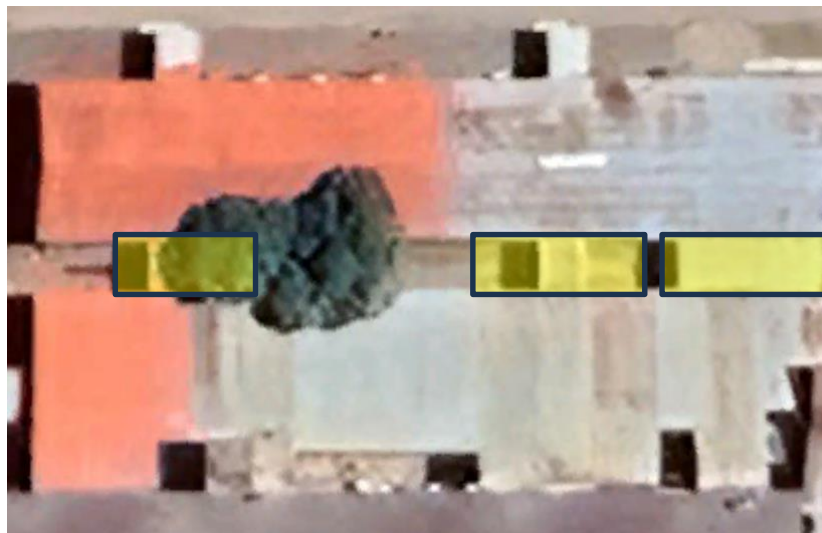
The Contractor must make his own arrangements concerning the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost of providing these services will be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

The Contractor is responsible for making necessary arrangements for the connection to the electrical supply. This includes but is not limited to obtaining permission from the municipality or the hospital prior to connecting.

A5 CONSTRUCTION IN CONFINED AREAS

It may be necessary for the Contractor to work in confined areas. Except in the case of structures, no additional payment will be made for work in "restricted areas" as described in Section 6100 of the Standard Specifications. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the Contractor's Construction Plant. However, the Contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the methods used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and 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.

Confined areas include but are not limited to work between and underneath buildings. In such cases, pipe jacking will be required and site establishment for pipe jacking is to be done at the locations as shown in the figure below.



Proposed site establishment for pipe jacking



Proposed location for pipe jacking in elevation

A6 CONTRACTOR'S SITE OFFICE AND CAMP SITE

The location of the Contractor's site office and camp site will be located east of the main building and north of the boiler room and is shown in the figure below. Entrance will be from the main entrance and The Contractor will be required to use the route along the northern boundary wall.



A7 SECURITY

The Contractor shall be responsible for the security of his personnel and Construction Plant on and around the Site of the Works and for the security of his camp, and no claims in this regard will be considered by the Employer.

A8 WATER FOR CONSTRUCTION PURPOSES

The Contractor must make adequate provision in his tender for all negotiations and procurement of water for construction activities, and all related costs will be deemed to be included in his tendered rates.

A9 ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

- (a) The Contractor may not proceed with permanent works before the required offices and laboratories of the Engineer's site personnel have been erected by him. This includes the provision of electricity, sanitary arrangements, potable water and telephone, e-mail and fax facilities. In the event where the Contractor cannot obtain telephone lines timeously from Telkom, a wireless system shall be provided for telephone, e-mail and fax facilities.

A10 TEMPORARY LATRINES

The Contractor shall provide sufficient latrine facilities for the use of his employees. He shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer and the Employer. Latrines shall be positioned within walking distance from wherever employees or labourers are employed on the Works.

Where required, latrines shall be provided at the rate of one for ten persons and where applicable, the Contractor shall make his own arrangements and pay all charges for the removal of sewage.

A11 MOVING EXISTING SERVICES

Services belonging to any public or private authority, which require moving, shall be dealt with in the manner specified in Chapter 2: Services, of the COTO Specifications.

The drawings show the positions of services determined from observations and measurement but neither the Employer nor the Engineer accepts responsibility neither for the accuracy of the information nor for the omission of any information. The Contractor shall locate and mark the positions of hidden services in advance of construction and take all reasonable steps to protect existing works against damage, which may arise as a result of his operations on the site.

The Contractor will be held responsible for direct or consequential damage to any existing works including any claims which may arise as a result thereof and the cost of repair of any such damage shall be borne by the Contractor unless it is established by the Engineer that the Contractor exercised reasonable care and damage was unavoidable.

The owners and the Engineer shall be notified immediately of any damage done to existing works.

If so directed by the Engineer the positions of existing works shall be changed by the Contractor to meet the requirements of the proposed work. The cost of such work shall be paid for at the applicable rates set out in the Bill of Quantities or, in the absence of such rates, at rates mutually agreed between the Engineer and the Contractor.

Work required on known services has been tabulated in a services schedule. The schedule must be read in conjunction with the services plans.

All communication by the Contractor with the relevant authorities in connection with services must be directed through the Engineer.

A12 TRAINING

Technical skills, generic and management skills training shall be provided with the aim of providing locally employed labour with the technical skills required to undertake the work involved in the Contract, and of furthering small contractor development. Part D of the Project Specifications deals specifically with matters regarding training, and a payment item for that is included in Clause B1232 of Part B of the Project Specifications.

A13 USE OF LOCAL RESOURCES

A major objective of this Contract is the optimum practical use of local resources. One of the methods to be adopted to achieve this objective is through the implementation of labour-optimising construction methods. Labour-optimising construction is defined in Clause B1157 of Part B of the Project Specifications.

A14 LABOUR-OPTIMISING CONSTRUCTION ACTIVITIES

(a) General

The portions of the Works listed in Subclause (b) below shall, unless otherwise instructed by the Engineer, be constructed under this Contract using labour-optimising construction methods.

In respect of those portions of the Works which are not listed in Subclause (b), the construction methods adopted and Plant used shall be at the discretion of the Contractor, provided always that the construction methods adopted and Plant used by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

(b) Operations to be executed using labour-optimising construction methods

The following portions of the Works shall be executed using labour-optimising construction methods:

- (i) Removing and grubbing trees and tree stumps;
- (ii) Excavations for all open drains, inlet and outlet structures, concrete structures, fence posts and road sign posts;
- (iii) Construction of concrete kerbs;
- (iv) Constructing catch-water banks and mitre banks;
- (v) Constructing culvert inlet and outlet structures as well as cast in situ slabs, including all masonry work and minor precast work. All concrete shall be mixed by hand-driven mixing machines;
- (vi) Backfilling and compacting all excavations;
- (vii) Removing oversize material;
- (viii) Removing existing concrete and masonry work, irrespective of class and type;
- (ix) Stone pitching and erosion protection;
- (x) Finishing off cut and fill slopes;

A15 RESTRICTIONS ON THE USE OF PERSONNEL IN THE PERMANENT EMPLOY OF THE CONTRACTOR

- (a) The Contractor shall limit the use on the Contract Works of his permanently employed personnel to that of key personnel only (as defined in Part C of the Project Specifications) and shall, subject to the further provisions of the following parts of the Project Specifications
 - (i) Part C-Provision of the temporary workforce;
 - (ii) Part D-Provision of structured training;execute and complete the Works using a temporary workforce employed directly by the Contractor and/or by Subcontractors.
- (b) The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor and where he deems the circumstances to warrant, authorise in writing that the Contractor may use in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this sub clause, circumstances which may be considered by the Engineer to warrant the authorization of the use of the Contractor's permanent employees not being key personnel, include:
 - (i) The unavailability of sufficient numbers of temporary workers and/or Subcontractors to execute the Works, provided always that the Contractor has proven that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient numbers of temporary workers and Subcontractors and has exhausted all reasonable recruitment options
 - (ii) The unavailability within the temporary worker pool and/or subcontractor sources available to the Contractor in terms of the Contract, of sufficient of the required knowledge and skills necessary for the execution of the Works or specific portions thereof, in cases where the time for completion allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of training as contemplated in this Contract
 - (iii) Any other circumstances which the Engineer may deem as constituting a warrant.

A16 COMMUNITY LIAISON AND COMMUNITY RELATIONS

In all dealings with the various communities and workers employed from within the communities, the Contractor shall take due cognisance of the character, culture and circumstances of the communities involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the Contract.

The Contractor shall at all times keep the Engineer fully informed on all matters affecting the Contract and the communities, and shall attend all meetings of the Project Co-ordinating Committee as may be reasonably required by the Engineer. All matters concerning the communities shall be discussed and where possible, resolved at such meetings.

Where any resolution of the Project Co-ordinating Committee shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect to them without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in him incurring additional costs which were not provided for in his tendered rates and prices, and/or that a delay in the progress of the Works will result, he will be entitled to submit a claim in terms of Clause 10.1 of the Conditions of Contract, provided always that the period of twenty-eight (28) days referred to in Clause 10.1 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

A17 PROGRAMME REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

The Contractor shall programme his activities to allow for the following:

- (a) The construction activities must be programmed to be suitable in terms of his resources to complete the contract inside the stipulated time period.

A18 EXTENDED PUBLIC WORKS PROGRAMME SPECIFICATIONS (EPWP)

18.1 Labour-Intensive Competencies of Supervisory and Management Staff

Established contractors shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2005, are registered for training towards, the skills programme outlined in Table 1.

Emerging contractors shall have personally completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za , tel: 011-265 5900)			

In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers' daily tasks in accordance with labour intensive construction principles, and for ensuring that the EPWP job creation reporting data is accurately

recorded on a daily basis and compiled and submitted to the Employer each month in accordance with clause 18.7.1.5 of this section.

18.2 Employment of Unskilled and Semi-Skilled Workers In Labour-Intensive Works

1.1.1 The work to be undertaken on this contract by unskilled or semi-skilled workers under the Expanded Public Works Programme (EPWP) shall be implemented in accordance with:

- the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (EPWP), issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. 129 of 18 February 2011 (Government Gazette No. 34032 of 18 February 2011); and
- Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012.

The aforementioned Government Notice No. R347 contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do not apply to persons employed in the supervision and management of an Expanded Public Works Programme (EPWP).

The above documents can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

18.3 Contract of employment with persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Programme (EPWP), using the pro forma contract of employment attached at the end of this section: Particular Specifications.

18.4 Employment of targeted labour under the Expanded Public Works Programme (EPWP)

The Contractor shall be contractually obliged to:

- (a) brief EPWP workers on the conditions of employment;
- (b) enter into a formal contract of employment with each EPWP worker, which contract will form part of the Employment Agreement;
- (c) keep personnel files for all EPWP workers and make copies available to the Employer if and when requested; and
- (d) ensure that payments to EPWP workers are made in accordance with Government Notice No. R347.

The rate of pay for persons employed under the Expanded Public Works Programme (EPWP) shall be: as per SAFSEC rate

18.5 JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goal of creating EPWP job opportunities, the Contractor must provide the information specified in clause 3.1 below for reporting purposes.

In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause 18.5.1.5 below.

18.5.1 Type of project data required per project

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting on a monthly basis, using the EPWP Data Collection Tool template (this will be made available to the Contractor in Microsoft Excel format).

18.5.1.1. Participant (local labour) data

A participant list of the local labour employed must be maintained for every EPWP project. The data required in this participant list is indicated below. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The participant list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book.
- (b) Participant profiles – nationality, gender, age, education level and disability status.
- (c) Work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked.
- (d) Records of training – as required in terms of the EPWP Data Collection Tool template.

In addition, the signed contracts of employment between the Contractor and each EPWP participant shall be kept and maintained on site for audit purposes.

18.5.1.2 Project Work Data

The project work data generally seeks to confirm the number of people at work daily on the project. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The data shall be maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The data shall include:

- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.
- (b) Summary of monthly attendance.

18.5.1.3 Project Payment Data

The project payment data generally seeks to confirm what was paid, for how much work and to whom. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting.

It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

- (a) Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid; or

- (b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

18.5.1.4 Employment Output Data

The Contractor shall submit to the Employer at each monthly site meeting a progress report detailing production output compared to the programme of works, together with the data necessary to enable the Employer to calculate the following employment output data in accordance with the EPWP Data Collection Tool template:

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.
- (c) Number of Full Time Equivalents (FTE) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.
- (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
- (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).
- (f) Training information

18.5.1.5 Project data to be submitted with the Contractor's payment certificates

The Contractor's payment certificates shall be accompanied by labour returns providing the labour information for the corresponding period in a format specified by the Employer.

Should the Contractor choose to delay submitting payment certificates, the labour returns shall nevertheless still be submitted as per the frequency and timeframes stipulated by the Employer. The Contractor's payment certificates shall not be paid by the Employer until all pending labour information has been submitted.

The following information shall be maintained on site and submitted with each payment certificate in the format specified by the Employer:

- Copies of the signed contracts between the Contractor and any new EPWP participants (the Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new

contracts with such persons as of 01 April each year, and shall be required to submit copies of all such new contracts with the first payment certificate thereafter);

- Certified ID copies of all local labour employed as EPWP participants;
- Attendance registers for the EPWP participants;
- Proof of payment of EPWP participants; and
- Information as required in terms of the EPWP Data Collection Tool template.

**PART B: PROJECT SPECIFICATION MATTERS RELATING TO THE
STANDARD SPECIFICATIONS (please only use P items as specified in the B.O.Q)**

**B1 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS
AND ADDITIONAL SPECIFICATIONS**

The Standard Specifications for Road and Bridge Works for South African Road Authorities 2020, prepared by the Committee of Transport Officials (COTO), as amended, shall apply to this Contract. The amendments are those issued by COTO and reproduced below, together with additional amendments as set out herein.

1 STANDARD AMENDMENTS TO THE STANDARD SPECIFICATIONS ISSUED BY COTO

No amendments have been issued.

**2 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND
ADDITIONAL SPECIFICATIONS**

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

The number of each clause and each payment item in this part of the Project Specifications consists of the prefix P followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. The number of a new clause or a new payment item which does not form part of a clause or a payment item in the Standard Specifications and which is included here, is also prefixed by P followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the Standard Specifications.

B2 CHAPTER 1: DEFINITIONS AND TERMS

GENERAL CONDITIONS OF CONTRACT

The General Conditions applicable to this Contract shall be the General Conditions of Contract for Construction Works, third edition, 2nd print (2015).

B3 : GENERAL REQUIREMENTS AND PROVISIONS

PROGRAMME OF WORK AND RAINFALL DATA

Clause A1.2.3.4 b) Critical path method shall apply.

The critical path method is specified in the project specifications for determining extension of time resulting from abnormal rainfall and it shall be applied as follows:

A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer all progress on the item/s of work on the critical path of the working programme of the Contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time. **The value of "n" shall be given in the project specifications by the Engineer.**

Extension of time during working days will be granted to the degree to which actual delays as defined above exceed the number of "n" working days as mentioned in the project specifications.

The Value of "n" for this contract is 30 days (derived from the average number of days when rainfall of 10 mm or more falls during normal rainy season using records from Rainfall Station Klerksdorp for the period 01 JANUARY 2003 to 31 DECEMBER 2012 are reproduced in the table hereunder.

COEFF	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
Nn	11.2	11.1	9.8	7.3	3.8	0.9	0.6	1.3	2.1	8.3	9.3	14.1	79.6
Rn	80.4	60.7	50.8	27.2	11.6	5.4	0.0	0.0	10.8	46.5	61.1	73.6	428.1

PA2.1.3.3 LEGAL PROVISIONS

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993:Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 37305 of 7 February 2014. 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, Bill of Quantities and Drawings, as well as in the Employers' health and safety specifications (regulation 5(1)) of the Construction Regulations 2014, which are bound in the Contract document).

The Contractor shall in terms of regulation 7(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 included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

PA1.4.9 TRAINING

Structured training shall be provided to temporary personnel involved in the Contract in accordance with the provisions set out in Part D. The Contractor's selection of the candidates shall be approved by the Project Liaison Committee and the Engineer, subject to the required entrance levels. All training courses must be offered through approved accredited training organisations.

The Contractor shall provide the following for the training:

- (a) A venue with sufficient lighting, electric power points and furniture;
- (b) All necessary stationery, consumables and study material;
- (c) Transport to and from the training venue if the training is not delivered on Site;
- (d) Wages for candidates attending Engineering (technical) skills training during working hours;
- (e) Payment to approved training organisations for the provision of training.

NB: Only technical skills and entrepreneurial training may take place during normal working hours. Generic training may only take place after hours. All training courses shall commence within one month of handing over the Site and be complete before the end of the Contract Period."

PC8.2 MEASUREMENT AND PAYMENT

Item	Unit
PC3.2.29.2:	Provisional Sum

The unit of measurement shall be provisional sum. The provisional sum shall include full compensation for assessing the asbestos, excavation and removal, handling and disposal from site by approved specialist contractors. All works pertaining to removal of Asbestos to comply with Asbestos Abatement Regulations, 2020.

PART C: ROOFING AND SHEETING

Erection of new and removal of existing roof sheeting shall be done in accordance with the South African Bureau of Standards (SABS) 1200 HB-1985 specifications.

PC8.2 MEASUREMENT AND PAYMENT

Item	Unit
PC 8.2.5 Removal of Existing Roof:	m2

The unit of measurement shall be total area of the roof to be removed. The rate shall include full compensation for erection of the scaffolding, provision of access ladders and safety equipment to the workers and the Engineer for inspection, protection of the general public and removal of the old sheeting from site. Overhaul, irrespective of the distance, shall be deemed to be included, for removal of old roof from site and transportation to approved dump site.

PART D: PROVISION OF THE TEMPORARY WORKFORCE

CONTENTS

D 01 SCOPE

This Specification covers the provisions and requirements relating to the provision of the temporary workforce.

D 02 INTERPRETATIONS

D 02.01 Supporting documents

The Tender Rules, Conditions of Contract, Standard and Project Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall *inter alia* be read in conjunction with this Specification.

C 02.02 Definitions and abbreviations

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications and the Project Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

- (a) **"Key Personnel"** means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Subcontractor who possess special skills and/or who play key roles in the Contractor's or Subcontractor's operation
- (b) **"Project Committee"** means a committee consisting of the Employer, the Engineer, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at the discretion of the Engineer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract
- (c) **"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
- (d) **"Worker"** for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any Subcontractor, who is engaged by the Contractor, a Subcontractor or the Employer to participate in the execution of any part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like
- (e) **"Workforce"** means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Subcontractors
- (f) **"Liaison Officer"** means a representative from the temporary workforce, duly elected by them, to act on their behalf and through whom all matters pertaining to the temporary workforce can be channelised.

D 02.03 Status

Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

D 03 PERMITTED SOURCES OF TEMPORARY WORKERS

The Contractor shall as far as possible make optimum use of the human resources outside his own workforce and the workforces of all subcontractors. The temporary workforce that is to be used in the execution of the Works in terms of Part A may consist of the workers of various communities, and shall not be bound to one particular community.

D 04 EMPLOYMENT RECORDS TO BE PROVIDED

1. (a) The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities that shall have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Engineer.
- (b) The Contractor shall, on completion of the Contract, and as a pre-requisite event to the release of any retention money in terms of the Conditions of Contract, provide the Engineer with copies of the Terms of Employment as well as independently audited documentary evidence of the total number of temporary and permanent employment opportunities actually generated during the Contract.

D 05 VARIATIONS IN WORKER PRODUCTION RATES

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or compensation whatever, in respect of any differences as may result between the production rates actually achieved by workers in the course of the execution of the Contract Works and those production rates on which he has based his tender.

D 06 TRAINING OF THE TEMPORARY WORKFORCE

- (a) Selected members of the workforce are to be provided with structured training in accordance with the provisions of Part D.
- (b) The Contractor shall make all necessary allowances in his programme of work to accommodate and facilitate the delivery of such structured training and shall comply fully with the requirements of Part D.
- (c) The provision of structured training as described in Part D 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 all training of the workforce, additional to that as provided for in Part D, as may be necessary to achieve the execution and completion of the works strictly in accordance with the provisions of the Contract.

D 07 RECRUITMENT AND SELECTION PROCEDURES

D 07.01 The Contractor shall be fully responsible for the recruitment and selection of workers to constitute the temporary workforce.

D 07.02 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 cognisance of the provisions of the Contract relating to training).

D 07.03 The Contractor shall, at his own cost, take all necessary actions to advertise within the communities comprising the personnel resources, the fact that temporary employment opportunities exist and the time and place where recruiting will occur.

D 07.04 The Contractor shall record in writing, the details of all persons applying for employment, including *inter alia*:

- (a) Name, address, age and sex
- (b) Marital status and number of dependants
- (c) Qualifications and previous work experience (whether substantiated or not)
- (d) Period since last economically active
- (e) Preference for type of work or task.

D 07.05 The Contractor shall make his selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce and the provisions of the contract in regard to the provision of training to the workforce and in accordance with the following principles:

- (a) No potential temporary worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless-
 - (i) all available vacancies have been or can be filled by temporary workers who already possess suitable skills, or
 - (ii) the Time for Completion 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.
- (b) Preference shall be given to the unemployed and single heads of households.
- (c) The Contractor shall, 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.
- (d) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women.

D 07.06 After making his selection, the Contractor shall advise the Engineer thereof, in writing and the Engineer shall, without undue delay, ratify the Contractor's selection.

D 07.07 The provisions of this clause shall apply *mutatis mutandis* in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the Contract.

D 07.08 The Contractor shall, after selecting his temporary workforce, arrange at his own cost for the appointment of the Liaison Officer as representative of the workforce to act on their behalf with regards to all matters pertaining to the workforce."

D 08 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE

C 08.01 All temporary workers engaged in accordance with the provisions of Part A of the Project Specifications, shall be employed on the terms and conditions of employment as are consistent with those as set out in this Contract. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Civil Engineering Industry and applicable to the particular area.

D 08.02 The Contractor shall pay to all temporary workers engaged in terms of Part A of the Project Specifications, not less than the minimum rate of remuneration as specified in Part A – General Clause A17.2.

D 09 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

- D 09.01** The Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur.
- D 09.02** 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.
- D 09.03** In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his Terms of Employment, working conditions and training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor in terms of Subclause C 09.02 above, by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.
- D 09.04** In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures in accordance with Subclauses C 09.02 and C 09.03, then either the Contractor or the worker concerned may require that the matter be referred to the Project Committee for further consideration, with a view to facilitate the resolution thereof.

C 10 THE SUBCONTRACTORS' WORKFORCES

- D 10.01** The provisions of this Part C shall apply *mutatis mutandis* to the workforces employed by all subcontractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement entered into are such as to facilitate the application of these provisions in respect of the workforces of all subcontractors.
- D 10.02** The Contractor shall at his own cost and to the extent necessary, assist and monitor all subcontractors in the application of the provisions of this Specification, and shall, in terms of the Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all subcontractors, in respect of the application of the provisions of this Specification.

D 11 PROJECT LIAISON OFFICER (PLO)

The Contractor or his appointed agent will appoint a Project Liaison Officer (PLO) after consultation with the local communities, the Engineer and the Employer. The Contractor shall direct all his liaison efforts with the local communities through the appointed officer. The Contractor shall, however, accept the appointed as part of his management personnel.

D 11.01 Duties of the Project Liaison Officer

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of 07:00 and 18:00 and at other times as the need arises. His normal working day will extend from 07:00 in the morning until 18:00 in the afternoon.
- (ii) To determine, in consultation with the Contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the Contractor and the Engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.

- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the Contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and community matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison in a format prescribed by the Engineer.

PART E: PROVISION OF STRUCTURED TRAINING

CONTENTS

E 01 SCOPE

This specification covers the requirements for the provision of the following training:

- (a) Specified structured training to selected members of the workforce and small, medium and micro enterprises (SMME's) by an approved Training Service Provider as accepted by the Employer.
- (b) Additional training deemed necessary by the Contractor, to members of the workforce and small, medium and micro enterprises (SMME's).

E 02 INTERPRETATIONS

E 02.01 Supporting documents

The tender rules, conditions of contract, standard, supplementary and specific specifications and project specifications and drawings shall *inter alia* be read in conjunction with this specification.

E 02.02 Application

The provisions of this specification shall apply in respect of all workers and small, medium and micro enterprises other than the Contractor's key personnel, who are engaged on the execution of the works.

E 03 ENGINEERING SKILLS TRAINING

E 03.01 The Contractor shall, from the commencement of the contract, implement a structured training programme comprising of the training delivered by the selected subcontractor and any additional training as provided for by the Contractor, in which the various skills required for the execution and completion of the works are imparted to the workers, and where applicable, small, medium and micro enterprises engaged thereon, in a programmed and progressive manner. Selected workers shall be trained progressively throughout the duration of the contract in the various stages of a particular type of work.

E 03.02 The skills training programme to be implemented by the selected subcontractor shall comply with the following minimum standards:

(a) Be accredited by the Civil Engineering Training Authority (CETA) or other institutions recognised by the Department of Labour, as being appropriate for application on this project. Accredited training refers to both the trainers as well as to the training materials.

(b) Be delivered by suitably qualified and experienced trainers accredited to do so.

E 03.03 The Contractor shall provide with his tender, full details of any additional accredited and in-house training, viewed to be necessary by the Contractor, which he intends to implement at his own cost. These details shall include the following:

- (a) The name of the accredited training institution and programme
- (b) The various aspects of each type of training comprised in the programme
- (c) The manner in which the training is to be delivered
- (d) The numbers and details of the trainers to be utilised.

E 03.04 The Contractor shall be responsible for the provision of the necessary items for the delivery of the specified and additional skills training programme, including the following:

- (a) Sufficient skilled, competent and accredited trainers to deliver the additional training programme to workers in accordance with the training programme
- (b) A suitably furnished venue
- (c) Transport of the workers as required
- (d) Tools, equipment, and teaching aids
- (e) Stationery and all other necessary materials.

E 03.05 Selection of candidates

- (a) Members of the workforce will be selected by the Engineer, assisted by the Contractor and the Liaison Officer, to receive specific training as approved by the Engineer.
- (b) The following will be taken into account in the selection of the workers to receive the specified training:
 - i. Previous experience (if any)
 - ii. Previous courses completed (if any)
 - iii. Module specific requirements.

E 03.06 Duration of training

- (a) The Contractor shall allow in his programme for the selected members of the workforce to be engaged in the specified training modules.
- (b) Provision must also be made by the Contractor for members of the workforce to receive any additional training as provided for by the Contractor.

E 03.07 All specified skills-related training shall take place only during normal working hours and the Contractor shall ensure that the selected workers are available at the appropriate times to undergo such training.

E 03.08 Both the selected subcontractor's and the Contractor's additional training programme shall be subject to the approval of the Engineer, and if so instructed by the Engineer shall alter or amend the programme and course content to suit changing conditions on site and all changes in the Contractor's programme of work.

E 03.09 The Contractor shall keep comprehensive records of the training given to each worker involved in training as well as the nature and number of each task executed by the worker and whenever required shall provide copies of such records to the Engineer.

E 03.10 Workers shall be remunerated in respect of all time spent undergoing the specified training in terms of Clause E03.02, at the minimum specified wage as per BCCEI.

E 03.11 Use of workers

The Contractor shall, in so far as it is reasonably feasible take due cognisance of the nature of the works to be executed at any given time, and use trained workers on those aspects of the works for which they have been trained.

E 04 GENERIC TRAINING

- E 04.01 The Contractor shall, from the commencement of the contract, implement a structured progressive training programme comprising of the training delivered by the selected subcontractor and any additional training as provided for by the Contractor. Selected workers shall be trained progressively throughout the duration of the contract.
- E 04.02 The generic training programme is to be implemented by a training subcontractor to be nominated by the Engineer, upon the instruction of the Employer's Capex Programme Manager.
- E 04.03 The Contractor shall provide with his tender, full details of any additional recognised and in-house training viewed to be necessary by the Contractor, which he intends to implement at his own cost. These details shall include the following:
- (a) The name of the training institution and programme
 - (b) The various aspects of each type of training comprised in the programme
 - (c) The manner in which the training is to be delivered
 - (d) The numbers and details of the trainers to be utilized.
- E 04.04 The Contractor shall be responsible for the provision of the necessary items for the delivery of the specified and additional generic training programme, including the following:
- (a) A suitably furnished venue
 - (b) Transport of the workers as required
 - (c) Tools, equipment, and teaching aids
 - (d) Stationery and all other necessary materials.
- E 04.05 All generic training shall take place outside of normal working hours.
- E 04.06 The Contractor's training programme, if any, shall be subject to the approval of the Engineer, and if so instructed by the Engineer shall alter or amend the programme and course content.
- E 04.07 The Contractor shall keep comprehensive records of the training given to each worker involved in training and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course provided by the Contractor each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.
- E 04.08 No remuneration in respect of time spent undergoing training in terms of this Clause will be made to any of the workers.

E 05 ENTREPRENEURIAL SKILLS TRAINING

- E 05.01 Training needs assessments of the Contractor and his sub-contractors will be undertaken during the course of the Contract by a sub-contractor to be nominated by the Engineer, on the instruction of the Employer's Capex Programme Manager. The training needs assessments shall have as their focus contractor development, and shall identify needs for business development, business management and technical construction management skills. Such training needs may be identified in personnel both in the permanent employ of the Contractor and/or his sub-contractors, as well as temporary employees thereof.

- E 05.02 Once the needs assessments have been completed, training to meet the needs identified in the assessment phase will be provided, again by a sub-contractor to be nominated by the Engineer, upon the instruction of the Employer's Capex Programme Manager.
- E 05.03 The Contractor shall assist in facilitating in the delivery of the training, by instructing and motivating personnel and subcontractors regarding attendance and participation therein.
- E 05.04 The Contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor's work with that of the delivery of the structured training.
- E 05.05 Following completion of the structured training, members of small, medium and micro contractors/subcontractors that have demonstrated understanding of and competence in the training material are to be appropriately certified by the accrediting body.
- E 05.06 The Contractor shall provide with his tender, full details of any additional accredited and in-house training, viewed to be necessary by the Contractor, which he intends to implement at his own cost. These details shall include the following:
- (a) The name of the training institution and programme
 - (b) The various aspects of each type of training comprised in the programme
 - (c) The manner in which the training is to be delivered
 - (d) The numbers and details of the trainers to be utilized.
- E 05.07 The Contractor shall be responsible for the provision of the necessary items for the delivery of the entrepreneurial training programme, including the following:
- (a) A suitably furnished venue
 - (b) Transport of the subcontractors as required
 - (c) Tools, equipment, and teaching aids
 - (d) Stationery and all other necessary materials.
- E 05.08 All specified entrepreneurial training shall take place within normal working hours.
- E 05.09 The Contractor's training programme, if any, shall be subject to the approval of the Engineer, and if so instructed by the Engineer shall alter or amend the programme and course content.
- E 05.10 The Contractor shall keep comprehensive records of all training given to personnel and subcontractors involved in training and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.
- E 05.11 No remuneration in respect of time spent undergoing specified training in terms of this Clause will be made to any of the subcontractors.

E 06 MEASUREMENT AND PAYMENT

E 06.01 Basic principles

(a) General

Measurement and payment for all work executed in terms of this contract shall be measured and paid for in accordance with the principles set out in Clause E 06.02 of the project

specifications, irrespective of whether the work is executed as an integral part of the provision of training in terms of this specification.

(b) Training

The Contractor shall only be reimbursed for the amounts actually paid by the Contractor to the selected subcontractors appointed as directed by the Employer, in execution of the Engineer's written instruction, plus a percentage as tendered to cover all his charges and profits.

D 06.02 Scheduled items

Payment items are included in the Bill of Quantities under Section E for the provision of the specified training by selected subcontractors only. Any additional training as viewed by the Contractor to be necessary shall be viewed to be included under Section 1300 and shall not be paid for separately.

Item	Unit
-------------	-------------

D 06.03 Training:

- | | |
|---|-----------------|
| (a) Engineering (technical) skills | Provisional Sum |
| (b) Generic skills | Provisional Sum |
| (c) Training venue | Provisional sum |
| (d) Contractor's handling costs, profit and all other charges in respect of subitems E 06.03(a),(b) and (c): | |
| (i) Technical skills..... | percentage (%) |
| (ii) Generic skills | percentage (%) |
| (iii) Training venue | percentage (%) |
| (e) Training allowance paid to targeted labour i.r.o. formal training(equal to pay for 1 day of task) | person days |
| (f) Extra over (e) for the administration of payment of training allowances to targeted labour. | person days |
| (g) Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity of the site. | Provisional Sum |
| (h) Contractor's handling costs, profit and all other charges in respect of subitem (g) | percentage (%) |

Payment under subitems E 06.03(a) and (b) shall be the amounts actually paid to the training institutions and shall be made in accordance with the provisions of the General Conditions of Contract.

The provisional sum for subitem E 06.03 (c) shall include full compensation for the provision of a suitable training venue, for all necessary lighting, furniture, stationery, consumables and study material, and for transportation of the workers to and from the training venue. Payment of the provisional sum shall be made in accordance with the provisions of the General Conditions of Contract:

The percentages tendered for subitem E 06.03 (d) shall be the percentages of the amounts actually reimbursed to the Contractor under subitems E 06.03 (a), (b) and (c) and shall be in full and final compensation in respect of the Contractor's handling costs, profit, mentoring, record keeping, reporting and all other charges in connection with providing the services.

Payment under subitem E 06.03 (e) shall be the actual sum paid to workers undergoing training. The Contractor will be reimbursed directly for his administrative costs under subitem D 06.03 (f).

Payment under subitems E 06.03(g) shall be the amount actually paid for transporting the labourers to the training venue and shall be made in accordance with the provisions of the General Conditions of Contract.

The percentages tendered for subitem E 06.03 (h) shall be the percentage of the amount actually reimbursed to the Contractor under subitem E 06.03 (g) and shall be in full and final compensation in respect of the Contractor's handling costs, profit and all other charges in connection with providing the transport.

PART F: HIV/AIDS SPECIFICATION

CONTENTS

F 01 SCOPE

- E 01.01 This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:
- F 01.02 Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections, and the closest health service providers.
- F 01.03 Informing Workers of their rights with regard to HIV/AIDS in the workplace.
- F 01.04 Providing Workers with access to condoms and other awareness material that will enable construction Workers to make informed decisions about sexual practices.

F 02 DEFINITIONS AND ABBREVIATIONS

F 02.01 Definitions

Service Provider:	The natural or juristic person recognised and approved by the Department of Health as a specialist in conducting HIV/AIDS awareness programmes.
Service Provider Workshop Plan:	A plan outlining the content, process and schedule of the training and education workshops presented by a Service Provider, which has been approved by the Representative/Agent.
Worker:	Persons in the employ of the Contractor or under the direction or supervision of the Contractor or any of his sub-contractors, who are on site for a minimum period of 30 days in all.

F 02.02 Abbreviations

HIV	: Human Immunodeficiency Virus.
AIDS	: Acquired Immune Deficiency Syndrome.
STI	: Sexually Transmitted Infection.

F 03 BASIC METHOD REQUIREMENT

- F 03.01 The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers.
- F 03.02 The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regards to HIV/AIDS awareness. The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the Department's Tender Committee, the Contractor shall make available an appropriate venue that will be conducive to education and training.

F 03.03 The Service Provider Workshop Plan shall address, but will not be limited to the following:

- (a) The nature of the disease;
- (b) How it is transmitted;
- (c) Safe sexual behaviour;
- (d) Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- (e) Attitudes towards other people with HIV/AIDS;
- (f) Rights of the Worker in the workplace;
- (g) How the awareness champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively;
- (h) How the Service Provider will support the awareness champion;
- (i) Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- (j) How the workshops will be presented, including frequency and duration;
- (k) How the workshops will fit in with the construction programme;
- (l) How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- (m) How the video will be used;
- (n) How the Service Provider will elicit maximum participation from the Workers;
- (o) A questions and answers slot (interactive session).

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated

F 04 HIV/AIDS AWARENESS EDUCATION AND TRAINING

F 04.01 Workshops

The Contractor shall ensure that all the Workers attend the workshops.

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. In order to enhance the learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops.

F 04.02 Recommended practice

Workshop Schedule

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan.

Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a next session.

An attendance register should be kept by the Service Provider at every workshop and should be handed to the Department's Project Manager on a monthly basis together with Process Indicator Forms.

Service Providers

A data base of recommended Service Providers is available from the Department of Public Works, Private Bag X65, Pretoria, 0001, located at the Central Government Offices, corner of Bosman and Vermeulen Streets, Pretoria and at all Public Works Regional Offices.

HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met:

(a) UNIT 1: The nature of HIV/AIDS

After studying and understanding this unit the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS.

Assessment Criteria:

1. Define and describe HIV and AIDS
2. List and describe the progression of HIV/AIDS

(b) UNIT 2: Transmission of the HI virus

After studying and understanding this unit the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognise how HIV/AIDS is transmitted and how it is not transmitted.

Assessment Criteria:

1. Record in what bodily fluids you will find the HI virus.
2. Describe how HIV/AIDS can be transmitted.
3. Demonstrate your ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS.

(c) UNIT 3: HIV/AIDS preventative measures

After studying and understanding this unit the Worker will comprehend how to act in a way that would minimise the risk of HIV/AIDS infection and to use measures to prevent the HI virus to enter the blood stream.

Assessment Criteria:

1. Report on how you could minimise your risk of HIV/AIDS infection.
2. Report on precautions that can be taken to prevent HIV/AIDS infection.
3. Explain or demonstrate how to use a male and female condom.
4. List of factors that could jeopardize the safety condoms provide against HIV/AIDS transmission.

(d) UNIT 4: Voluntary HIV/AIDS counselling and testing

After studying and understanding this unit the Worker will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counselling.

Assessment Criteria:

1. Describe kinds of testing for HIV/AIDS infection.
2. Report on why voluntary testing is important.
3. Report on why pre- and post-test counselling is important.

(e) UNIT 5: Living with HIV/AIDS

After studying and understanding this unit the Worker will be able to recognise the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS.

Assessment Criteria:

1. List and describe ways to manage HIV/AIDS.
2. Describe nutritional needs of people living with HIV/AIDS.
3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS.
4. Explain the need of counselling and support to people living with HIV/AIDS.

(f) UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people.

Assessment Criteria:

1. Discuss anti-retroviral therapy
2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child.
3. Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS.
4. Describe post exposure prophylactics.

(g) UNIT 7: The rights and responsibilities of Workers in the workplace with regards to HIV/AIDS

After studying and understanding this unit the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognise the importance of accepting colleagues living with HIV/AIDS and treating them in a non-discriminative way.

Assessment Criteria:

1. Discuss the rights of a person living with HIV/AIDS in the workplace.
2. Discuss the responsibilities of a person living with HIV/AIDS in the workplace.
3. Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important.

F 04.03 Displaying of plastic laminated posters and distribution of information booklets

- (a) The Contractor shall obtain a set of four posters conveying different key messages, and information booklets from the Construction Industry Development Programme Unit (CIDP), Room A520 located in the Central Government Offices, corner of Bosman and Vermeulen Streets, Pretoria or at all Regional Offices of the Department of Public Works. The postal address is the Department of Public Works, Private Bag X65, Pretoria, 0001.
- (b) The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's.
- (c) Posters or display stands shall be displayed on site as soon as possible but not later than 14 days after the date of site hand over.
- (d) Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds.
- (e) The posters on display should always be intact, clear and readable.
- (f) Information booklets must be distributed to all Workers as soon as possible but not later than 14 days after site hand over, or as soon as the Worker joins the site.

F05 PROVIDING WORKERS WITH ACCESS TO CONDOMS

- F05.01 The Contractor shall provide and maintain condom dispensers and make both male and female condoms complying with the requirements of SANS 4074:2003 available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the local clinic or the Department of Health.
- F05.02 At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary to ensure that condoms are available within 14 days of site hand over.
- F05.03 Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

F06 ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)

- F06.01 The Contractor shall provide the Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics should be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers.

F07 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

- F07.01 Within 14 days of site hand over the Contractor shall appoint an Awareness Champion, from, amongst the Workers, who speaks and understands all the languages spoken by the Workers and he/she shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive way.

The Awareness Champion shall be responsible for:

- (a) Liaising with the Service Provider on organising awareness workshops;
- (b) Filling condom dispensers and monitoring condom distribution;
- (c) Handing out information booklets;
- (d) Placing and maintaining posters

F08 MONITORING

- F08.01 The Contractor shall grant to the Representative/Agent reasonable access to the construction site in order to conduct unannounced site visits in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract.
- F08.02 The Representative/Agent shall conduct the site visits with the least possible disruption to the Contractor's daily routine.
- E 08.03 Contractors must report problems that they experience in implementing the HIV/AIDS requirements to the Representative/Agent.
- F 08.04 A SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent.
- F08.05 A SERVICE PROVIDER REPORT (SCHEDULE B) shall be completed and submitted on a monthly basis to the Department's Project Manager through the Representative/Agent.

F08.06 The Contractor shall, at the end of the contract, complete and submit a close out programme report CONTRACTOR HIV/AIDS PROGRAMME REPORT (SCHEDULE C).

F09 MEASUREMENT AND PAYMENTS

F09.01 It is required of tenderers to thoroughly study the HIV/AIDS Specifications of the Department that must be read together with and is deemed to be incorporated in the Bill of Quantities. Provision for pricing of HIV/AIDS awareness must be made under Item F10.01 hereafter and it is explicitly pointed out that all requirements of the aforementioned specifications are deemed to be priced hereunder as the said item represents the only method of measurement and no additional items or extras to the contract in this regard shall be entertained.

F09.02 Contractor should take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the Representative /Agent, notwithstanding the provisions of any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the Contractor provides satisfactory proof of compliance. The Contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

Item	Unit
F10.01 HIV AIDS Awareness obligations.....	Lump Sum

The tendered lump sum shall be in full compensation for the Contractor providing an approved selected service provider to comply with the requirements and conditions of the Department's HIV/AIDS Specifications, including the workshop education and training within an HIV/AIDS Awareness programme and the Contractor's handling costs, profit, record keeping, reporting and all other charges in connection with providing the HIV/AIDS Awareness programme.

Payment under item F10.01 will be made as follows:

80% of the amount will be paid once the service provider has complied with the requirements and conditions of the Department's HIV AIDS Specifications, including the workshop education and training within an HIV/AIDS Awareness programme.

The outstanding 20% will be paid on completion of the contract, subject to the Contractor's compliance in all respects with the requirements and conditions of the Department's HIV/AIDS Specifications.

PART G: GENERIC LABOUR-INTENSIVE SPECIFICATION

CONTENTS

G 01 SCOPE

This specification establishes general requirements for activities, which are to be, executed by hand involving the following:

- (a) trenches having a depth of less than 1.5 metres
- (b) storm water drainage
- (c) low-volume roads and sidewalks
- (d) Open channels

G 02 PRECEDENCE

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

G 03 HAND EXCAVATEABLE MATERIAL

Hand excavatable material are:

(a) Granular materials:

- (i) Whose consistency when profiled may in terms of Table 1 be classified as very loose, loose, medium dense, or dense; or
- (ii) Where the material is gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

(b) Cohesive materials:

- (i) whose consistency when profiled may in terms of Table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- (ii) where the material is gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100 mm;

Note: (1) A boulder, a cobble and gravel is material with a particle size greater than 200 mm, between 60 and 200 mm.

(2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg, which falls through a height of 400 mm and drives a cone having a maximum diameter of 20 mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumbnail; slight indentation produced by pushing geological picks point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumbnail with difficulty; slight indentation produced by blow of a geological pick point.

G 04 LABOUR INTENSIVE WORKS

Trench excavation

All hand excavatable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100 mm. Each layer shall be compacted using hand tampers

- (a) To 90% Proctor density;
- (b) Such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders; or
- (c) Such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation

All hand excavatable material including topsoil classified, as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material, which presents the possibility of danger or injury to workers, shall not be excavated by hand.

Clearing and grubbing

Grass and small bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

All loading shall be done by hand, regardless of the method of haulage.

Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage

Spreading

All material shall be spread by hand.

Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

Grout shall be mixed and placed by hand.

Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, pre-cast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320 kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

C3.2 Tender Drawings

TENDER DRAWINGS ARE INCLUDED IN A SEPARATE DOCUMENT

C3.2.1 LIST OF DRAWINGS (For tendering purposes only)

ROADS STANDARD DETAILS

GENERAL

AC421/21/G01 LIST OF DRAWINGS

KEY PLANS

AC421/21/LP01 STORMWATER LAYOUT PLAN

STORMWATER LONGITUDINAL SECTION PLANS

AC421/21/Ls/01 TSHEPONG HOSPITAL STORMWATER LAYOUT
AC421/21/Ls/02 LAUNDRY STORMWATER LAYOUT
AC421/21/Ls/03 PROPOSED CONCRETE STORMWATER CHANNEL
AC421/21/Ls/04 EXISTING CONCRETE STORMWATER CHANNEL

ROADS STANDARD DETAILS

AC421/21/SD/01 PIPE BEDDING DETAILS
AC421/21/SD/02 EROSION PROTECTION AT INLET AND OUTLET STRUCTURE/DETAIL OF
TYPICAL BRICK OUTLET AND INLET
AC421/21/SD/03 DESIGN CURVES AND APPLICATION METHOD
AC421/21/SD/04 STORMWATER INLET & OUTLET STRUCTURES FIELD INLET AND
STORMWATER OUTLET
AC421/21/SD/05 CATCHPIT DETAILS: ISOMETRIC VIEW AND CROSS SECTIONS (SHEET 1
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AC421/21/SD/06 CATCHPIT DETAILS OF STEEL FRAME AND PRECAST COVER SLABS
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CHIEF DIRECTORATE: INFRASTRUCTURE DEVELOPMENT AND TECHNICAL SERVICES

PART C4 SITE INFORMATION

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C4.1 EXTRACT FROM THE TRANSPORT INFRASTRUCTURE ACT 2001 (ACT NO. 8 OF 2001)

The term "MEC" shall be interpreted to mean the "Member of the Executive Council for The Department of Health in the Province of North West".

The Member of the Executive Council for The Department of Health in the Province of North West has made the regulations set out in the Schedule in terms of the Transport Infrastructure Act, 2001 (Act No. 8 of 2001).

ENTRY UPON OR TAKING POSSESSION OF LAND FOR CERTAIN PURPOSES

20. (1) Subject to subsections (2), (4), (5) and (6), the MEC may enter upon any land with the necessary workers, machines, vehicles, equipment, tools, instruments or materials to perform or carry out on, below the surface of or in connection with that land, an investigation, survey, observation or other act that the MEC deems necessary for or in connection with the construction or maintenance of any transport infrastructure or take possession temporarily of land for a purpose in connection with the construction or maintenance of such infrastructure.
- (2) Where the owner or occupier of the land has not consented to the MEC acting in terms of subsection (1), the MEC must give the owner or occupier of the land written notice of the MEC's intention so to act not less than seven days before the land is entered, setting out the purpose for which entry upon the land is authorized, the acts that may be performed on the land in connection with that purpose and the persons by whom, the means whereby or the manner in which they are to be performed.
- (3) If the owner or occupier objects to the proposed actions, he or she may state those objections in writing not less than 48 hours before the proposed entry on the land, in which case the MEC must consider the objections. If the MEC is of the opinion that the objections are not well founded or it is in the public interest to act in spite of the objections, the MEC must notify the owner or occupier accordingly before entering on the land.
- (4) The provisions of subsection (1) may not be used to gain access to a dwelling house or other building on the land in use for residential purposes unless the occupier of the house or other building agrees to the MEC entering it for the purpose of performing or carrying out therein an activity mentioned in subsection (1).

CAMPS, STORAGE OF MATERIALS, TAKING OF WATER

20. (5) Where the MEC in terms of subsection (1) takes possession temporarily of land for -
- (a) the erection or construction of a building, hut, tent or other structure for the accommodation of workers employed on transport infrastructure or executing other work in connection therewith;
- (b) the storing thereon of stores, plant, machinery, equipment or anything else the MEC deems necessary for the construction and maintenance of transport infrastructure,
- the MEC must pay to the owner rental as is agreed upon, or, failing agreement as determined in accordance with section 30, in which case costs shall be calculated and awarded in accordance with section 31.

OPENING OF FENCES AND ROADS TO QUARRIES

20. (6) For the purpose of exercising the rights under this section, the MEC may, after notice to the owner, make roadways or openings in fences, walls and hedges, provided that such openings must be effectively closed against trespassing or straying animals during the operations and the fence properly restored on completion of the work, and that any excavation made in the course of the work which may be a source of danger must be securely fenced off, filled in or otherwise rendered safe on completion of the works.

ACQUISITION OF MATERIAL

21. (1) The MEC may, subject to subsection (2), take and remove or cause to be taken and removed from land material which is necessary for the construction or maintenance of transport infrastructure, and may take possession temporarily of such land for the purpose of acquiring the material.

ADMINISTRATOR MAY SELECT PLACE FOR OBTAINING MATERIAL

21. (2) (a) The MEC may select a place from which the material contemplated in subsection (1) may be taken, and must give the owner notice of the place; and
- (b) the owner may, within 14 days after receipt of the notice, point out another place within the same cadastral boundaries on the land concerned and if the MEC is of the opinion that the other place is suitable and accessible and will provide suitable material, the materials must be taken from the place pointed out by the owner.
- (3) Where the MEC takes material under this section, the MEC must restore or rehabilitate the land in accordance with applicable environmental laws and -
- (a) where such restoration or rehabilitation does not have the effect of restoring the land entirely to its former state; or
- (b) where the owner has suffered loss or damage by the taking of the material;
- the MEC must pay to the owner such compensation for any loss or damage to the land, as may be agreed or failing agreement as determined in accordance with section 30, in which case costs shall be calculated and awarded in accordance with section 31.
- (4) Section 20(6) shall apply to the taking of material under this section.

CONTRACTORS MAY EXERCISE RIGHTS

56. (2) Subject to subsection (3), a power or duty granted to the MEC, provided that where compensation is payable as a result of exercising the right or power, it may be recovered from the MEC who may in turn recover it from the Contractor or agent.

"MEC" INCLUDES AUTHORISED AGENT"

56. (2) Subject to subsection (3), a power or duty granted to the MEC, provided that where compensation is payable as a result of exercising the right or power, it may be recovered from the MEC who may in turn recover it from the Contractor or agent.

OBSTRUCTION OF MEC

52. (1) Despite any other law, but subject to subsection (4), no person or institution, including an organ of state as defined in section 239 of the Constitution, may, unless authorized by this Act –
- (o) obstruct or hinder the MEC or an official, employee or agent of the Department or another person authorized by the MEC in the execution of his or her duties under this Act;
- (2) A person who contravenes a provision of subsection (1) or any other provision of this Act that is not elsewhere declared to be an offence, commits an offence.

C4.2 Locality Plan



PART C 5 ANNEXURES

(For Information Purposes Only)

SECTION CONTENTS

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C5.1 Annex I - Environmental Management Plan

A.1 LEGISLATION/ REGULATIONS

The relevant sections of Mineral and Petroleum Resources Development Act and its supporting Regulations are *summarised below* for the information of applicants. The onus is on the applicant to familiarise him/herself with the provisions of the full version of the Mineral and Petroleum Resources Development Act and its Regulations.

Section of Act	Legislated Activity/ Instruction/ Responsibility or failure to comply	Penalty in terms of Section 99
5(4)	No person may prospect, mine, or undertake reconnaissance operations or any other activity without an approved EMP, right, permit or permission or without notifying land owner	R100 000 or two years imprisonment or both
19	Holder of a Prospecting right must: lodge right with Mining Titles Office within 30 days; commence with prospecting within 120 days, comply with terms and conditions of prospecting right, continuously and actively conduct prospecting operations; comply with requirements of approved EMP, pay prospecting fees and royalties	R100 000 or two years imprisonment or both
20(2)	Holder of prospecting right must obtain Minister's permission to remove any mineral or bulk samples	R100 000 or two years imprisonment or both
26(3)	A person who intends to beneficiate any mineral mined in SA outside the borders of SA may only do so after notifying the Minister in writing and after consultation with the Minister.	R500 000 for each day of contravention
28	Holder of a mining right or permit must keep records of operations and financial records AND must submit to the DG: monthly returns, annual financial report and a report detailing compliance with social & labour plan and charter	R100 000 or two years imprisonment or both
29	Minister may direct owner of land or holder/applicant of permit/right to submit data or information	R10 000
38(1)(c)	Holder of permission/permit/right MUST manage environmental impacts according to EMP and as ongoing part of the operations	R500 000 or ten years imprisonment or both.
42(1)	Residue stockpiles must be managed in prescribed manner on a site demarcated in the EMP	A fine or imprisonment of up to six months or both
42(2)	No person may temporarily or permanently deposit residue on any other site than that demarcated and indicated in the EMP	A fine or imprisonment of up to six months or both
44	When any permit/right/permission lapses, the holder may not remove or demolish buildings, which may not be demolished in terms of any other law, which has been identified by the Minister or which is to be retained by agreement with the landowner.	Penalty that may be imposed by Magistrate's Court for similar offence
92	Authorised persons may enter mining sites and require holder of permit to produce documents/ reports/ or any material deemed necessary for inspection	Penalty as may be imposed for perjury
94	No person may obstruct or hinder an authorised person in the performance of their duties or powers under the Act.	Penalty as may be imposed for perjury
95	Holder of a permit/right may not subject employees to occupational detriment on account of employee disclosing evidence or information to authorised person (official)	Penalty as may be imposed for perjury
All sections	Inaccurate, incorrect or misleading information	A fine or imprisonment of up to six months or both
All sections	Failure to comply with any directive, notice, suspension, order, instruction, or condition issued	A fine or imprisonment of up to six months or both

A.2 OTHER RELEVANT LEGISLATION

Compliance with the provisions of the Mineral and Petroleum Resources Development Act, 2002 (Act 28 of 2002) and its Regulations does not necessarily guarantee that the applicant is in compliance with other Regulations and legislation. Other legislation that may be immediately applicable includes, but are not limited to:

- National Monuments Act, 1969 (Act 28 of 1969).
- National Parks Act, 1976 (Act 57 of 1976)
- Environmental Conservation Act, 1989 (Act 73 of 1989)
- National Environmental Management Act, 1998 (Act No. 107 of 1998)
- Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965)
- The National Water Act, 1998 (Act 36 of 1998)
- Mine Safety and Health Act, 1996 (Act 29 of 1996)
- The Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983).

A.3 WORD DEFINITIONS

In this document, unless otherwise indicated, the following words will have the meanings as indicated here:

Act (The Act) Mineral and Petroleum Resources Development Act, 2002 (Act 28 of 2002).

Borehole A hole drilled for the purposes of prospecting i.e. extracting a sample of soil or rock chips by pneumatic, reverse air circulation percussion drilling, or any other type of probe entering the surface of the soil.

CARA The Conservation of Agricultural Resources Act.

EIA An Environmental Impact Assessment as contemplated in Section 38(1) (b) of the Act.

EMP An Environmental Management Plan as contemplated in Section 39 of the Act.

Fauna All living biological creatures, usually capable of motion, including insects and predominantly of protein-based consistency.

Flora All living plants, grasses, shrubs, trees, etc., usually incapable of easy natural motion and capable of photosynthesis.

Fence A physical barrier in the form of posts and barbed wire and/or "Silex" or any other concrete construction, ("palisade"- type fencing included), constructed with the purpose of keeping humans and animals within or out of defined boundaries.

House Any residential dwelling of any type, style or description that is used as a residence by any human being.

NDA National Department of Agriculture.

NWA National Water Act, Act 36 of 1998.

Pit Any open excavation.

"Porrel" The term used for the sludge created at alluvial diamond diggings where the alluvial gravels are washed and the diamonds separated in a water-and-sand medium.

Topsoil	The layer of soil covering the earth which: (a) provides a suitable environment for the germination of seed; (b) allows the penetration of water; (c) is a source of micro-organisms, plant nutrients and in some cases seed; and (d) is not of a depth of more than 0,5 metres or such depth as the Minister may prescribe for a specific prospecting or exploration area or mining area.
Trench	A type of excavation usually made by digging in a line towards a mechanical excavator and not pivoting the boom – a large, U-shaped hole in the ground, with vertical sides and about 6 – 8 metres in length. Also a prospecting trench.
Vegetation	Any and all forms of plants, see also Fauna.
DWS	The Department of Water and Sanitation – both national office and their various regional offices, which are divided across the country on the basis of water catchment areas.
MPRDA	the Mineral and Petroleum Resources Development Act, 2002 (Act 28 of 2002).
EMPlan	An Environmental Management Plan as contemplated in Regulation 52 of the Mineral and Petroleum Resources Development Act, 2002 (Act 28 of 2002) – this document.

B. UNDERTAKING (Example):

I, the Director (NAME), the Contractor hereby undertake to implement the measures as described in Sections F and G hereof. I understand that this undertaking is legally binding and that failure to give effect hereto will render me liable for prosecution in terms of Section 98 (b) and 99 (1)(g) of the Mineral and Petroleum Resources Development Act, 2002 (Act 28 of 2002). I am also aware that the Regional Manager may, at any time but after consultation with me, make such changes to this plan as he/she may deem necessary.

Signed on thisday of 20.....at(Place)

.....
Signature

F. ENVIRONMENTAL MANAGEMENT PLAN:

F1.1 INTRODUCTION

This Environmental Management Plan contains guidelines, operating procedures and rehabilitation/pollution control requirements which will be binding on the holder of the mining permit/prospecting permission/ reconnaissance permission after approval of the Environmental Management Plan. It is essential that this portion be carefully studied, understood, implemented and adhered to at all times.

- A copy of the layout plan as provided for in Regulation 2.2 must be available at the prospecting/mining site for scrutiny when required.
- The plan must be updated on a regular basis with regard to the actual progress of the establishment of surface infrastructure, mining operations and rehabilitation (a copy of the updated plan shall be forwarded to the Regional Manager on a regular basis).
- A final layout plan must be submitted at closure of the mine or when operations have ceased.

NOTE: Regulation 2.2 of the regulations promulgated in terms of the Act requires:

"An application contemplated in sub-regulation (1) must be accompanied by a plan that must contain–

- (a) the co-ordinates of the land or area applied for;*
- (b) the north point;*
- (c) the scale to which the plan has been drawn;*
- (d) the name, number and location of the land or area covered by the application; and*
- (e) in relation to farm boundaries and surveyed points–*
 - (i) the size and shape of the proposed area;*
 - (ii) the boundaries of the land or area comprising the subject of the application concerned;*
 - (iii) the layout of the proposed reconnaissance, prospecting, exploration, mining or production operations;*
 - (iv) surface structures and servitudes;*
 - (v) the topography of the land or area."*

F 1.1.1 Demarcating the Mining/ Prospecting Area

- The mining/ prospecting area must be clearly demarcated by means of beacons at its corners, and along its boundaries if there is no visibility between the corner beacons.
- Permanent beacons as indicated on the layout plan or as prescribed by the Regional Manager must be firmly erected and maintained in their correct position throughout the life of the operation.
- Mining/ prospecting and resultant operations shall only take place within this demarcated area.

F 1.1.2 Demarcating the River Channel and Riverine Environment

The following is applicable if operations are conducted within the riverine environment (See F 3.2):

- Beacons as indicated on the layout plan or as prescribed by the Regional Manager must be erected and maintained in their correct position throughout the life of the operation.
- These beacons must be of a permanent nature during the operations and must not be easily removable, especially those in a river channel. The beacons must, however, be removed at the end of the operations.

- The mining of and prospecting for any mineral shall only take place within this demarcated mining area.
- If riverine vegetation is present in the form of reeds or wetland vegetation, the presence of these areas must be entered in Part F 1.45 of the EMPlan and indicated on the layout plan.
- The holder of the mining permit/ prospecting right will also be required to permanently demarcate the areas as specified in F 1.1.2.

F 1.2 RESTRICTIONS ON MINING/ PROSPECTING

- On assessment of the application, the Regional Manager may prohibit the conducting of mining or prospecting operations in vegetated areas or over portions of these areas
- In the case of areas that are excluded from mining or prospecting, no operations shall be conducted within 5 m of these areas.

F 1.3 RESPONSIBILITY

- The environment affected by the mining/ prospecting operations shall be rehabilitated by the holder, as far as is practicable, to its natural state or to a predetermined and agreed to standard or land use which conforms with the concept of sustainable development. The affected environment shall be maintained in a stable condition that will not be detrimental to the safety and health of humans and animals and that will not pollute the environment or lead to the degradation thereof.
- It is the responsibility of the holder of the mining permit/ prospecting right to ensure that the manager on the site and the employees are capable of complying with all the statutory requirements which must be met in order to mine, which includes the implementation of this EMP.
- If operations are to be conducted in an area that has already been disturbed, the holder must reach specific agreement with the Regional Manager concerning the responsibilities imposed upon himself/herself pertaining to the rehabilitation of the area and the pollution control measures to be implemented.

F 2 INFRASTRUCTURAL REQUIREMENTS

F 2.1 TOPSOIL

- Topsoil shall be removed from all areas where physical disturbance of the surface will occur.
- All available topsoil shall be removed after consultation with the Regional Manager prior to the commencement of any operations.
- The topsoil removed, shall be stored in a bund wall on the high ground side of the mining/prospecting area outside the 1:50 flood level within the boundaries of the mining area/ prospecting.
- Topsoil shall be kept separate from overburden and shall not be used for building or maintenance of access roads.
- The topsoil stored in the bund wall shall be adequately protected from being blown away or being eroded.

F 2.2 ACCESS TO THE SITE

F 2.2.1 Establishing access roads on the site

- The access road to the mining/prospecting area and the camp-site/site office must be established in consultation with the landowner/tenant and existing roads shall be used as far as practicable.
- Should a portion of the access road be newly constructed the following must be adhered to:

- The route shall be selected that a minimum number of bushes or trees are felled and existing fence lines shall be followed as far as possible.
- Water courses and steep gradients shall be avoided as far as is practicable.
- Adequate drainage and erosion protection in the form of cut-off berms or trenches shall be provided where necessary.
- If imported material is used in the construction or upgrading of the access road this must be listed in C 2.17
- The erection of gates in fence lines and the open or closed status of gates in new and existing positions shall be clarified in consultation with the landowner/tenant and maintained throughout the operational period.
- No other routes will be used by vehicles or personnel for the purpose of gaining access to the site.

NOTE: The design, construction and location of access to provincial roads must be in accordance with the requirements laid down by the Provincial or controlling authority.

F 2.2.2 Maintenance of access roads

- In the case of dual or multiple use of access roads by other users, arrangements for multiple responsibility must be made with the other users. If not, the maintenance of access roads will be the responsibility of the holder of the mining permit/ prospecting right.
- Newly constructed access roads shall be adequately maintained so as to minimise dust, erosion or undue surface damage.

F 2.2.3 Dust control on the access and haul roads

- The liberation of dust into the surrounding environment shall be effectively controlled by the use of, inter alia, water spraying and/or other dust-allaying agents. The speed of haul trucks and other vehicles must be strictly controlled to avoid dangerous conditions, excessive dust or excessive deterioration of the road being used.

F 2.2.4 Rehabilitation of access roads

- Whenever a mining permit/ prospecting right is suspended, cancelled or abandoned or if it lapses and the holder does not wish to renew the permit or right, any access road or portions thereof, constructed by the holder and which will no longer be required by the landowner/tenant, shall be removed and/or rehabilitated to the satisfaction of the Regional Manager.
- Any gate or fence erected by the holder which is not required by the landowner/tenant, shall be removed and the situation restored to the pre-mining/ prospecting situation.
- Roads shall be ripped or ploughed, and if necessary, appropriately fertilised (based on a soil analysis) to ensure the regrowth of vegetation. Imported road construction materials which may hamper regrowth of vegetation must be removed and disposed of in an approved manner prior to rehabilitation.
- If a reasonable assessment indicates that the re-establishment of vegetation is unacceptably slow, the Regional Manager may require that the soil be analysed and any deleterious effects on the soil arising from the mining/prospecting operation, be corrected and the area be seeded with a seed mix to the Regional Manager's specification.

F 2.3 OFFICE/CAMP SITES

F 2.3.1 Establishing office / camp sites

- Office and camp sites shall be established, as far as is practicable, outside the flood plain, above the 1 in 50 flood level mark within the boundaries of the mining/ prospecting area.
- The area chosen for these purposes shall be the minimum reasonably required and which will involve the least disturbance to vegetation. Topsoil shall be handled as described in F 2.1 above
- No camp or office site shall be located closer than 100 metres from a stream, river, spring, dam or pan.

- No trees or shrubs will be felled or damaged for the purpose of obtaining firewood, unless agreed to by the landowner/tenant.
- Fires will only be allowed in facilities or equipment specially constructed for this purpose. If required by applicable legislation, a fire-break shall be cleared around the perimeter of the camp and office sites.
- Lighting and noise disturbance or any other form of disturbance that may have an effect on the landowner/tenant/persons lawfully living in the vicinity shall be kept to a minimum.

F 2.3.2 Toilet facilities, waste water and refuse disposal

- As a minimum requirement, the holder of a mining permit/ prospecting right shall, at least, provide pit latrines for employees and proper hygiene measures shall be established.
- Chemical toilet facilities or other approved toilet facilities such as a septic drain shall preferably be used and sited on the camp site in such a way that they do not cause water or other pollution.
- The use of existing facilities must take place in consultation with the landowner/tenant.
- In cases where facilities are linked to existing sewerage structures, all necessary regulatory requirements concerning construction and maintenance should be adhered to.
- All effluent water from the camp washing facility shall be disposed of in a properly constructed French drain, situated as far as possible, but not less than 200 metres, from any stream, river, pan, dam or borehole.
- Only domestic type wash water shall be allowed to enter this drain and any effluents containing oil, grease or other industrial substances must be collected in a suitable receptacle and removed from the site, either for resale or for appropriate disposal at a recognised facility.
- Spills should be cleaned up immediately to the satisfaction of the Regional Manager by removing the spillage together with the polluted soil and by disposing of them at a recognised facility.
- Non-biodegradable refuse such as glass bottles, plastic bags, metal scrap, etc., shall be stored in a container at a collecting point and collected on a regular basis and disposed of at a recognised disposal facility. Specific precautions shall be taken to prevent refuse from being dumped on or in the vicinity of the camp site.
- Biodegradable refuse generated from the office/camp site, processing areas vehicle yard, storage area or any other area shall either be handled as indicated above or be buried in a pit excavated for that purpose and covered with layers of soil, incorporating a final 0,5 metre thick layer of topsoil (where practicable). Provision should be made for future subsidence of the covering.

F 2.3.3 Rehabilitation of the office/camp site

- On completion of operations, all buildings, structures or objects on the camp/office site shall be dealt with in accordance with section 44 of the Mineral and Petroleum Resources Development Act, 2002 (Act 28 of 2002), which states:
 - (1) *When a prospecting right, mining right, retention permit or mining permit lapses, is cancelled or is abandoned or when any prospecting or mining operation comes to an end, the holder of any such right or permit may not demolish or remove any building, structure, object -*
 - (a) *which may not be demolished in terms of any other law;*
 - (b) *which has been identified in writing by the Minister for purposes of this section; or*
 - (c) *which is to be retained in terms of an agreement between the holder and the owner or occupier of the land, which agreement has been approved by the Minister in writing.*
 - (2) *The provision of subsection (1) does not apply to bona fide mining equipment which may be removed*

- Where office/camp sites have been rendered devoid of vegetation/grass or where soils have been compacted owing to traffic, the surface shall be scarified or ripped.
- Areas containing French drains shall be compacted and covered with a final layer of topsoil to a height of 10cm above the surrounding ground surface.
- The site shall be seeded with a vegetation seed mix adapted to reflect the local indigenous flora.
- If a reasonable assessment indicates that the re-establishment of vegetation is unacceptably slow, the Regional Manager may require that the soil be analysed and any deleterious effects on the soil arising from the mining/prospecting operation be corrected and the area be seeded with a vegetation seed mix to his or her specification.
- Photographs of the camp and office sites, before and during the mining/ prospecting operation and after rehabilitation, shall be taken at selected fixed points and kept on record for the information of the Regional Manager.

F 2.4 VEHICLE MAINTENANCE YARD AND SECURED STORAGE AREAS

F 2.4.1 Establishing the vehicle maintenance yard and secured storage areas

- The vehicle maintenance yard and secured storage area will be established as far as is practicable, outside the flood plain, above the 1 in 50 flood level mark within the boundaries of the mining/prospecting area.
- The area chosen for these purposes shall be the minimum reasonably required and involve the least disturbance to tree and plant life. Topsoil shall be handled as described in F 2.1 above.
- The storage area shall be securely fenced and all hazardous substances and stocks such as diesel, oils, detergents, etc., shall be stored therein. Drip pans, a thin concrete slab or a facility with PVC lining, shall be installed in such storage areas with a view to prevent soil and water pollution.
- The location of both the vehicle maintenance yard and the storage areas are to be indicated on the layout plan.
- No vehicle may be extensively repaired in any place other than in the maintenance yard.

F 2.4.2 Maintenance of vehicles and equipment

- The maintenance of vehicles and equipment used for any purpose during the mining/prospecting operation will take place only in the maintenance yard area.
- Equipment used in the mining/prospecting process must be adequately maintained so that during operations it does not spill oil, diesel, fuel, or hydraulic fluid.
- Machinery or equipment used on the mining/prospecting area must not constitute a pollution hazard in respect of the above substances. The Regional Manager shall order such equipment to be repaired or withdrawn from use if he or she considers the equipment or machinery to be polluting and irreparable.

F 2.4.3 Waste disposal

- Suitable covered receptacles shall be available at all times and conveniently placed for the disposal of waste.
- All used oils, grease or hydraulic fluids shall be placed therein and these receptacles will be removed from the site on a regular basis for disposal at a registered or licensed disposal facility.
- All spills should be cleaned up immediately to the satisfaction of the Regional Manager by removing the spillage together with the polluted soil and by disposing of them at a recognised facility.

F 2.4.4 Rehabilitation of vehicle maintenance yard and secured storages areas

- On completion of mining/prospecting operations, the above areas shall be cleared of any contaminated soil, which must be dumped as referred to in section F 2.4.3 above.

- All buildings, structures or objects on the vehicle maintenance yard and secured storage areas shall be dealt with in accordance with section 44 of the Mineral and Petroleum Resources Development Act, 2002.
- The surface shall then be ripped or ploughed to a depth of at least 300 mm and the topsoil previously stored adjacent the site, shall be spread evenly to its original depth over the whole area. The area shall then be fertilised if necessary (based on a soil analysis).
- The site shall be seeded with a vegetation seed mix adapted to reflect the local indigenous flora.
- If a reasonable assessment indicates that the re-establishment of vegetation is unacceptably slow, the Regional Manager may require that the soil be analysed and any deleterious effects on the soil arising from the mining/prospecting operation be corrected and the area be seeded with a seed mix to his or her specification.

F 3 OPERATING PROCEDURES IN THE MINING AREA

F 3.1 LIMITATIONS ON MINING/PROSPECTING

- The mining of or prospecting for precious stones shall take place only within the approved demarcated mining or prospecting area.
- Mining/ prospecting may be limited to the areas indicated by the Regional Manager on assessment of the application.
- The holder of the mining permit/ prospecting right shall ensure that operations take place only in the demarcated areas as described in section F 1.1.2 above.
- Operations will not be conducted closer than one and a half times the height of the bank from the edge of the river channel and in such manner that the stability of the bank of the river is affected.
- Precautions shall also be taken to ensure that the bank of the river is adequately protected from scouring or erosion. Damage to the bank of the river caused by the operations, shall be rehabilitated to a condition acceptable to the Regional Manager at the expense of the holder.
- Restrictions on the disturbance of riverine vegetation in the form of reeds or wetland vegetation must be adhered to. The presence of these areas must be entered in Part of the programme and indicated on the layout plan.

F 3.2 MINING/ PROSPECTING OPERATIONS WITHIN THE RIVERINE ENVIRONMENT

NOTE: The Department of Water and Sanitation may impose additional conditions which must be attached to this EMP. In this regard, please see the Best Practice Guideline for small scale mining developed by DWS (BPG 2.1)

(available from <http://www.dwaf.gov.za>)

- The mining of or prospecting for precious stones in the river or the banks of the river will be undertaken only after the Regional Manager has consulted with the Department of Water and Sanitation.
- The canalisation of a river will not be undertaken unless the necessary permission has been obtained from the Department of Water and Sanitation. Over and above the conditions imposed by the said Department, which conditions shall form part of this Environmental Management Plan, the following will also apply:
 - ❖ The canalisation of the flow of the river over different parts of the river bed shall be constructed in such a manner that the following are adhered to at all times:
 - ◆ The flow of the river may not be impeded in any way and damming upstream may not occur.
 - ◆ The canalisation of the flow may not result in scouring or erosion of the river-bank.

- ♦ Well points or extraction pumps in use by other riparian users may not be interfered with and canalisation may not impede the extraction of water at these points.
- Access to the riverbed for the purpose of conducting excavations in the river-bed, shall be through the use of only one access at a time. The location of the access to the river channel across the river-bank shall be at a point of the river-bank where the least excavation and damage to vegetation will occur and shall not be wider than is reasonably required. The position of the river access together with all planned future access points, must be indicated on the layout plan.

F 3.2.1 Rehabilitation of access to river-bed

- When rehabilitating the access point, the original profile of the river-bank will be re-established by backfilling the access point with the original material excavated or other suitable material.
- The topsoil shall then be returned over the whole area to its original depth and if necessary fertilised and the vegetation allowed to grow.
- If a reasonable assessment indicates that the re-establishment of vegetation is unacceptably slow, the Regional Manager may require that the soil be analysed and any deleterious effects on the soil arising from the mining/prospecting operation be corrected and the area be seeded with a seed mix to his or her specification.
- In the event of damage from an occurrence where high flood waters scour and erode access points in the process of rehabilitation over the river-bank or an access point currently in use, repair of such damage shall be the sole responsibility of the holder of the mining permit or prospecting right.
- Repair to the river-bank to reinstate its original profile to the satisfaction of the Regional Manager must take place immediately after such event has occurred and the river has subsided to a point where repairs can be undertaken.
- Final acceptance of rehabilitated river access points will be awarded only after the vegetation has re-established to a point where the Regional Manager is satisfied that the river-bank is stable and that the measures installed are of durable nature and able to withstand high river-flow conditions.

F 3.2.2 Rehabilitation of mining/prospecting area in the bed of the river

- The goal of rehabilitation with respect to the area where mining/prospecting has taken place in the river-bed is to leave the area level and even, and in a natural state containing no foreign debris or other materials and to ensure the hydrological integrity of the river by not attenuating or diverting any of the natural flow.
- All scrap and other foreign materials will be removed from the bed of the river and disposed of as in the case of other refuse (see section F 2.3.2 above), whether these accrue directly from the mining/prospecting operation or are washed on to the site from upstream.
- Removal of these materials shall be done on a continuous basis and not only at the start of rehabilitation.
- Where reeds or other riverine vegetation have been removed from areas, these shall be re-established systematically in the approximate areas where they occurred before mining/prospecting.
- An effective control programme for the eradication of invader species and other exotic plants, shall be instituted on a regular basis over the entire mining/prospecting area under the control of the holder of the mining permit/ prospecting right, both during mining/prospecting and at the stage of final rehabilitation.

F.3.2.3 The Water Use Licence

The National Water Act, (Act 36 of 1998), is based on the principles of sustainability, efficiency and equity, meaning that the protection of water resources must be balanced with their development and use.

In addition to being issued with a prospecting right or mining permit a small-scale miner may also need to get a **water use licence** for the proposed water uses that will take place, except in certain cases.

NOTE: The Department of Water and Sanitation (DWS) developed specific Best Practice Guideline for small scale mining that relates to stormwater management, erosion and sediment control and waste management. Copies of these guidelines can be obtained from the regional office of DME or DWS.

Applications for a water use licence must be made in good time, such that approval can be granted before a water use activity can begin. The appropriate licence forms for each kind of expected water use should be completed together with supporting documentation. The main supporting document required is a technical report. To make the technical report easier, you can refer to sections in this EMPlan, as most of what the technical report requires has already been done in the EMPlan. If you refer to the EMPlan it must be attached to the technical report.

F 3.3 EXCAVATIONS

F 3.3.1 Establishing the excavation areas

- Whenever any excavation is undertaken for the purpose of locating and/or extracting ore bodies of all types of minerals, including precious stone-bearing gravels, the following operating procedures shall be adhered to:
 - ❖ Topsoil shall, in all cases (except when excavations are made in the river-bed), be handled as described in F 2.1 above.
 - ❖ Excavations shall take place only within the approved demarcated mining/prospecting area.
 - ❖ Overburden rocks and coarse material shall be placed concurrently in the excavations or stored adjacent to the excavation, if practicable, to be used as backfill material once the ore or gravel has been excavated.
 - ❖ Trenches shall be backfilled immediately if no ore or precious stone-bearing gravel can be located.

F 3.3.2 Rehabilitation of excavation areas

The following operating procedures shall be adhered to:

- The excavated area must serve as a final depositing area for the placement of tailings during processing.
- Rocks and coarse material removed from the excavation must be dumped into the excavation simultaneously with the tailings.
- Waste, as described in paragraph F 2.3.2 above, will not be permitted to be deposited in the excavations.
- Once excavations have been refilled with overburden, rocks and coarse natural materials and profiled with acceptable contours and erosion control measures, the topsoil previously stored, shall be returned to its original depth over the area.
- The area shall be fertilised if necessary to allow vegetation to establish rapidly. The site shall be seeded with a local or adapted indigenous seed mix in order to propagate the locally or regionally occurring flora.
- If a reasonable assessment indicates that the re-establishment of vegetation is unacceptably slow, the Regional Manager may require that the soil be analysed and any deleterious effects on the soil arising from the mining/ prospecting operation, be corrected and the area be seeded with a vegetation seed mix to his or her specification.

F 3.4 PROCESSING AREAS AND WASTE PILES (DUMPS)

F 3.4.1 Establishing processing areas and waste piles

- Processing areas and waste piles shall not be established within 100 metres of the edge of any river channel or other water bodies.
- Processing areas should be established, as far as practicable, near the edge of excavations to allow the waste, gravel and coarse material to be processed therein.

- The areas chosen for this purpose shall be the minimum reasonably required and involve the least disturbance to vegetation.
- Prior to development of these areas, the topsoil shall be removed and stored as described in paragraph F 2.1 above.
- The location and dimensions of the areas are to be indicated on the layout plan and once established, the processing of ore containing precious stones shall be confined to these areas and no stockpiling or processing will be permitted on areas not correctly prepared.
- Tailings from the extraction process must be so treated and/or deposited that it will in no way prevent or delay the rehabilitation process.

F 3.4.2 Rehabilitation of processing areas

- Coarse natural material used for the construction of ramps must be removed and dumped into the excavations.
- On completion of mining/prospecting operations, the surface of the processing areas especially if compacted due to hauling and dumping operations, shall be scarified to a depth of at least 300mm and graded to an even surface condition and the previously stored topsoil will be returned to its original depth over the area.
- Prior to replacing the topsoil the material that was removed from the processing area will be replaced in the same order as it originally occurred.
- The area shall then be fertilised if necessary to allow vegetation to establish rapidly. The site shall be seeded with a local, adapted indigenous seed mix.
- If a reasonable assessment indicates that the re-establishment of vegetation is unacceptably slow, the Regional Manager may require that the soil be analysed and any deleterious effects on the soil arising from the mining/prospecting operation be corrected and the area be seeded with a seed mix to his or her specification.

F 3.5 FINAL REHABILITATION

- All infrastructure, equipment, plant, temporary housing and other items used during the mining period will be removed from the site (section 44 of the MPRDA)
- Waste material of any description, including receptacles, scrap, rubble and tyres, will be removed entirely from the mining area and disposed of at a recognised landfill facility. It will not be permitted to be buried or burned on the site.
- Final rehabilitation shall be completed within a period specified by the Regional Manager.

F 4 MONITORING AND REPORTING

F 4.1 INSPECTIONS AND MONITORING

- Regular monitoring of all the environmental management measures and components shall be carried out by the holder of the prospecting right, mining permit or reconnaissance permission in order to ensure that the provisions of this programme are adhered to.
- Ongoing and regular reporting of the progress of implementation of this programme will be done.
- Various points of compliance will be identified with regard to the various impacts that the operations will have on the environment.
- Inspections and monitoring shall be carried out on both the implementation of the programme and the impact on plant and animal life.
- Visual inspections on erosion and physical pollution shall be carried out on a regular basis.

Regulation 55 promulgated in terms of the MPRDA requires the following:

- i. Monitoring and performance assessments of environmental management programme or plan*
- (1) As part of the general terms and conditions for a prospecting right, mining right or mining permit and in order to ensure compliance with the approved environmental management programme or plan and to assess the continued appropriateness and adequacy of the environmental management programme or plan, the holder of such right must-*
 - (a) conduct monitoring on a continuous basis;*
 - (b) conduct performance assessments of the environmental management programme or plan as required; and*
 - (c) compile and submit a performance assessment report to the Minister to demonstrate adherence to sub-regulation (b).*
 - (2) The frequency of performance assessment reporting shall be-*
 - (a) in accordance with the period specified in the approved environmental management programme or plan, or, if not so specified;*
 - (b) as agreed to in writing by the Minister; or*
 - (c) biennially (every two years).*
 - (3) The performance assessment report, shall be in the format provided in guidelines that will from time to time be published by the Department and shall as a minimum contain-*
 - (a) information regarding the period that applies to the performance assessment;*
 - (b) the scope of the assessment;*
 - (c) the procedure used for the assessment;*
 - (d) the interpreted information gained from monitoring the approved environmental management programme or plan;*
 - (e) the evaluation criteria used during the assessment;*
 - (f) the results of the assessment; and*
 - (g) recommendations on how and when deficiencies that are identified and/or aspects of non-compliance will be rectified.*
 - (4) The holder of a prospecting right, mining right or mining permit may appoint an independent qualified person(s) to conduct the performance assessment and compile the performance assessment report provided that no such appointment shall relieve the holder of the responsibilities in terms of these regulations.*
 - (5) Subject to section 30(2) of the Act, the performance assessment report submitted by the holder shall be made available by the Minister to any person on request.*
 - (6) If upon consideration by the Minister, the performance assessment executed by the holder is not satisfactory or the report submitted by the holder is found to be unacceptable, the holder must-*
 - (a) repeat the whole or relevant parts of the performance assessment and revise and resubmit the report; and/or*
 - (b) submit relevant supporting information; and/or*
 - (c) appoint an independent competent person(s) to conduct the whole or part of the performance assessment and to compile the report.*
 - (7) If a reasonable assessment indicates that the performance assessment cannot be executed satisfactorily by the holder or a competent person(s) appointed by the holder, the Minister may appoint an independent performance assessment person(s) to conduct such performance assessment. Such appointment and execution shall be for the cost of the holder.*

- (8) *When the holder of a prospecting right, mining right or mining permit intends closing such operation, a final performance assessment shall be conducted and a report submitted to the Minister to ensure that-*
- (a) *the requirements of the relevant legislation have been complied with;*
 - (b) *the closure objectives as described in the environmental management programme or plan have been met; and*
 - (c) *all residual environmental impacts resulting from the holder's operations have been identified and the risks of latent impacts which may occur have been identified, quantified and arrangements for the management thereof have been assessed.*
- (9) *The final performance assessment report shall either precede or accompany the application for a closure certificate in terms of the Act.*

F 4.2 COMPLIANCE REPORTING / SUBMISSION OF INFORMATION

- Layout plans will be updated on a regular basis and updated copies will be submitted on a biennial basis to the Regional Manager
- Reports confirming compliance with various points identified in the environmental management programme will be submitted to the Regional Manager on a regular basis and as decided by the said manager.
- Any emergency or unforeseen impact will be reported as soon as possible.
- An assessment of environmental impacts that were not properly addressed or were unknown when the programme was compiled shall be carried out and added as a corrective action.

F 5 CLOSURE

When the holder of a prospecting right, mining permit or reconnaissance permission intends closing down his/her operations, an environmental risk report shall accompany the application for closure. The requirements of such a risk report is contained in Regulation 60 of the Regulations promulgated in terms of the Act and is quoted below:

F 5.1 ENVIRONMENTAL RISK REPORT

"An application for a closure certificate must be accompanied by an environmental risk report which must include-

- (a) *the undertaking of a screening level environmental risk assessment where-*
 - (i) *all possible environmental risks are identified, including those which appear to be insignificant;*
 - (ii) *the process is based on the input from existing data;*
 - (iii) *the issues that are considered are qualitatively ranked as –*
 - (aa) *a potential significant risk; and/or*
 - (bb) *a uncertain risk; and/or*
 - (cc) *an insignificant risk.*
- (b) *the undertaking of a second level risk assessment on issues classified as potential significant risks where-*
 - (i) *appropriate sampling, data collection and monitoring be carried out;*
 - (ii) *more realistic assumptions and actual measurements be made; and*
 - (iii) *a more quantitative risk assessment is undertaken, again classifying issues as posing a potential significant risk or insignificant risk.*

- (c) *assessing whether issues classified as posing potential significant risks are acceptable without further mitigation;*
- (d) *issues classified as uncertain risks be re-evaluated and re-classified as either posing potential significant risks or insignificant risks;*
- (e) *documenting the status of insignificant risks and agree with interested and affected persons;*
- (f) *identifying alternative risk prevention or management strategies for potential significant risks which have been identified, quantified and qualified in the second level risk assessment;*
- (g) *agreeing on management measures to be implemented for the potential significant risks which must include-*
 - (i) *a description of the management measures to be applied;*
 - (ii) *a predicted long-term result of the applied management measures;*
 - (iii) *the residual and latent impact after successful implementation of the management measures;*
 - (ii) *time frames and schedule for the implementation of the management measures;*
 - (iii) *responsibilities for implementation and long-term maintenance of the management measures;*
 - (iv) *financial provision for long-term maintenance; and*
 - (v) *monitoring programmes to be implemented."*

F 5.2 CLOSURE OBJECTIVES

Closure objectives form part of this EMPlan and must-

- (a) identify the key objectives for mine closure to guide the project design, development and management of environmental objectives;
- (b) provide broad future land use objective(s) for the site; and
- (c) provide proposed closure cost.

F 5.3 CONTENTS OF CLOSURE PLAN

A closure plan forms part of the EMP and must include the following:

- (a) a description of the closure objectives and how these relate to the prospecting or mine operation and its environmental and social setting;
- (b) a plan contemplated in Regulation 2(2), coordinated according to generally accepted standards, showing the land or area under closure;
- (c) a summary of the regulatory requirements and conditions for closure negotiated and documented in the environmental management programme or plan;
- (d) a summary of the results of the environmental risk report and details of identified residual and latent impacts;
- (e) a summary of the results of progressive rehabilitation undertaken;
- (f) a description of the methods to decommission each prospecting or mining component and the mitigation or management strategy proposed to avoid, minimize and manage residual or latent impacts;
- (g) details of any long-term management and maintenance expected;
- (h) details of financial provision for monitoring, maintenance and post closure management, if required;
- (i) a plan or sketch at an appropriate scale describing the final land use proposal and arrangements for the site;
- (j) a record of interested and affected persons consulted; and
- (k) technical appendices, if any.

F 5.4 TRANSFER OF ENVIRONMENTAL LIABILITIES TO A COMPETENT PERSON

Should the holder of a prospecting right, mining permit or reconnaissance permission wish to transfer any environmental liabilities and responsibilities to another person or persons, the following will pertain:

- (1) An application to transfer environmental liabilities to a competent person in terms of section 48) of the Act, must be completed on Form O as set out in Annexure 1 to the Regulations and be lodged to the Minister for consideration.
- (2) The holder of a prospecting right, mining right or mining permit may transfer liabilities and responsibilities as identified in the environmental management plan and the required closure plan to a competent person as contemplated in Regulation 58.
- (3) When considering the transfer of environmental liabilities and responsibilities in terms of section 48) of the Act, the Minister must consult with any State department which administers any law relating to matters affecting the environment.
- (4) No transfer of environmental liabilities and responsibilities to a competent person may be made unless the Chief Inspector of Mines and the Department of Water and Sanitation have confirmed in writing that the person to whom the liabilities and responsibilities is transferred to, have the necessary qualifications pertaining to health and safety and management of potential pollution of water resources.

F 5.5 NOTES ON LEGAL PROVISIONS

NOTE: The holder of a prospecting right, mining permit or reconnaissance permission must also take cognisance of the provisions of other legislation dealing with matters relating to conservation, and which include, *inter alia*, the following:

- * National Monuments Act, 1969 (Act 28 of 1969).
- * National Parks Act, 1976 (Act 57 of 1976)
- * Environmental Conservation Act, 1989 (Act 73 of 1989)
- * National Environmental Management Act, 1998 (Act No. 107 of 1998)
- * Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965)
- * The National Water Act, 1998 (Act 36 of 1998)
- * Mine Safety and Health Act, 1996 (Act 29 of 1996)
- * The Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983).

C5.2 Annex II - Abstracts of the Mine Health and Safety Act No. 29 of 1996 and Amendment Act No. 72 of 1997

DEFINITIONS:

Section 102 of the Mine Health and Safety Act refers.

"mine" means, when –

- (a) "used as a noun-
 - (i) any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or
 - (ii) any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another
 - (iii) a works; and
- (b) used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.
 - (a) whether that substance is in solid, liquid or gaseous form;
 - (b) that occurs naturally in or on the earth, in or under water or in tailings, and
 - (c) that has been formed by or subjected to a geological process.

"processing" means the recovering, extracting, concentrating, refining, calcimining, classifying, crushing, milling, screening, washing, reduction, smelting or gasification or any mineral, and "process" has a similar meaning

"works" means any place, excluding a mine, where any person carries out-

- (a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer's premises, or
- (b) Training at any central rescue station, or
- (c) The making, repairing, re-opening or closing of any subterranean tunnel, or
- (d) Any operations necessary in connection with any of the operational listed in this paragraph.

**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE
MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.
(To be printed on Contractors letter head)**

**APPOINTMENT IN TERMS OF SUB-ORDINATE MANAGER: REGULATION 2.6.1 IN FORCE IN TERMS OF
SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE
HEALTH SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)**

I, in my capacity as **Commercial Manager**, having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Deputy Director General who is our client, Department of Health, North West Province' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulation 2.6.1** of the Act as amended, appoint as Sub-Ordinate Manager of the Contractor, of address, and contact number, on contract **NWDOH/PS/10/22: TSHEPONG HOSPITAL STORMWATER PROJECT IN KENNETH KAUNDA DISTRICT.**

In accordance with the provisions of the Mine Health and Safety Act, 1996 (Act 29 of 1996), you are also appointed in terms of Section 7(2) of the Mine Health and Safety Act, 1996 to perform the following functions, assigned to the Mine Manager in terms of Section 7(1), 10(2) (b) and (c) and 11 (1) in so far as your area of responsibilities are concerned:-

1. You must identify the hazards, assess the risk and record the hazards to health and safety to which employees may be exposed while they are at work, and
2. To the extent that is reasonable, you must ensure that every employee is properly trained:
 - a. In the measures necessary to eliminate, control and minimise those risks to health and safety.
 - b. In the procedures to be followed to perform the employee's work.
3. To the extent that is reasonably practical, you must:

Ensure that every employee becomes familiar with the work-related hazards and risk and the measures that must be taken to eliminate, control and minimise those hazards and risks.
4. To the extent that is reasonably practical, you must:

Ensure that every employee under your control complies with the requirements of the Act.

Institutes the measures necessary to secure, maintain and enhance health and safety.

Considers and employees training and capabilities in respect of health and safety before assigning a task to that employee.

Ensure that work is performed under the general supervision of a person trained to understand the hazards associated with the work, and who has the authority to ensure that the precautionary measures laid down by the Manager are implemented.

You will be responsible for the control, management and direction of all the activities and employees connected with work and you are required to ensure that all such activities take place in accordance with the provisions of the Mine Health and Safety Act and the Regulations are complied with.

You are further required to inform the Manager, as soon as practicable, of any breach of any provision of these Regulation, to enable him to inform the Principal Inspector of Mines, Department of Minerals and Energy, or take such steps as may be necessary.

Please acquaint yourself with the relevant Regulations, Standards and Procedures, which have a bearing on your appointment. You must ensure that you are fully conversant with the requirements of the Procedures for Reporting Accidents.

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print): 1. 2.

I,, having been appointed in terms of Regulation 2.6.1 of the act (as amended) to perform all functions entrusted to

In terms of the Act (as amended) hereby accept the above appointment.

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print): 1. 2.

**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE
MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.
(To be printed on Contractors letter head)**

**APPOINTMENT OF RESPONSIBLE MINE SURVEYOR / COMPETENT PERSON: REGULATION 2.12.2 AND
2.12.6 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT NO.29 OF
1996) AS AMENDED BY THE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)**

I,in my capacity as Commercial Manager, having been appointed in terms of Section 3(1) of the Act (as amended), by the Deputy Director General, who is our client, 'Department of Health' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of Regulations 2.12.2 and 2.12.6 of the Act as amended, appoint as Competent Person responsible for mine survey for the Contractor, of address and contact number, on all contracts in the North West that are undertaken by the Contractor.

Please confirm this appointment by signing at the bottom.

SIGNED: DATE:

NAME:

SIGNED: DATE:

NAME:

**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE
MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.
(To be printed on Contractors letter head)**

**APPOINTMENT AS COMPETENT PERSON IN CHARGE OF MACHINERY IN TERMS OF REGULATION
2.13.2 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT NO. 29 OF
1996) AS AMENDED BY THE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)**

I, in my capacity as **Commercial Manager**, having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Deputy Director General, who is our client, 'Department of Health' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulations 2.13.2** of the Act as amended, appoint as Competent Person in charge of machinery for the Contractor, of address and contact number, on all contracts in the North West that are undertaken by the Contractor.

You are to report any accident to the mine manager immediately and personally visit the scene of the accident without delay.

You must familiarise yourself with the Mine Health and Safety Act and the Minerals Act and the Regulations and ensure that you have a copy in your possession and you must take all reasonable measures to ensure that the provisions of this Act are complied with.

Your attention is further drawn to Regulation 2.13.4.1 as well as the requirements of Chapter 18,20 and 21.

Please confirm this appointment by signing at the bottom.

SIGNED: DATE:

NAME:

SIGNED: DATE:

NAME:

C5.3 Annex III - Borrow Pit Guarantee

(BANK OR GUARANTOR'S LETTER HEAD)

(Reference number)

(Guarantee number)

**The Regional Manager
The Department of Mineral and Energy
Private Bag A1
KLERKSDORP
2570**

Dear Sir/ Madam

FINANCIAL GUARANTEE FOR THE REHABILITATION OF LAND DISTURBED BY MINING (EXECUTION OF ENVIRONMENTAL MANAGEMENT PROGRAMME)

- 1 Concerning the responsibility in terms of the Mineral and Petroleum Resources Development Act 28 of 2002, which is incumbent on

.....
(hereinafter referred to as "the mine owner") to execute the environmental management programme approved in terms of the provisions of the said Act for the mine known as

.....
situated in the magisterial district ofProvince

....., I/We....., in my/our

Capacity/capacities of

and as duly authorized representative

.....
(Hereinafter referred to as "the guarantor") confirm that the amount of R.....

R..... (.....) is available to you for the purpose of executing the said environmental management programme.

- 2 The guarantor, who hereby waives the advantages of the exceptions non numerate pecuniae non causa debitiexecutionis et divisionis the meaning and the consequences of which is known to the guarantor undertakes to pay to you the said

sum of R (.....) upon receipt of a written claim from you to do so and the claim may be submitted by you, if (in your opinion and discretion) the mine owner fails or remains in default to execute the said environmental management programme, or if he ceases mining/prospecting operations, or if his estate is sequestrated, or if he should hand over his estate in terms of the Insolvency act which are applicable in the Republic of South Africa, or if the guarantor gives written notice to you in terms of clause 5 of this agreement. The said claim may be instituted by you at any stage commencing from the date of signature of this guarantee.

- 3 The said amount of R may be held by you on the condition that you, after having complied with all the provisions of the said environmental management programme, will give account to the guarantor of how the amount was appropriated and repay any inappropriate amount to the guarantor.

2.

- 4 This undertaking is neither negotiable nor transferable, and –
- (a) must be returned to the guarantor when giving account to the guarantor in terms of clause 3 above,
 - (b) shall lapse on the granting of a closure certificate in terms of the Minerals and Petroleum Resources Development Act, 2002 (Act 28 of 2002) and
 - (c) shall not be construed as placing any other responsibility on the guarantor other than the paying of the guaranteed amount.
- 5 The guarantor reserves the right to withdraw from this guarantee after having given you at least three months written notice in advance of his intention to do so.

Yours faithfully

.....

ADDRESS:

.....

.....

.....

DATE:

PLEASE NOTE: (1) No amendments and/or additions to the wording of this Guarantee will be accepted.
(2) The address of the guarantee must be stated clearly.
(3) This guarantee must be returned to:

.....

.....

.....

.....

C5.4 Annex IV - Health and Safety Specification

ADDENDUM A

Occupational Health and Safety Regulations

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R.

7 February 2014

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

CONSTRUCTION REGULATIONS, 2014

The Minister of Labour has under section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), after consultation with the Advisory Council for Occupational Health and Safety, made the regulations in the Schedule.

Contract

BID No: BID No: DOH08NWER001/CON14 - CONTRACTOR

**Addendum A
Occupational Health and Safety Regulations**

ADDENDUM A

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
Regulation 3 of the Construction Regulations, 2014

NOTIFICATION OF CONSTRUCTION WORK

1.(a) Name and postal address of principal contractor:

(b) Name and tel. no of principal contractor's contact person:

2. Principal contractor's compensation registration number: _____

3.(a) Name and postal address of client:

(b) Name and tel no of client's contact person or agent:

4.(a) Name and postal address of designer(s) for the project:

(b) Name and tel. no of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1). _____

6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6.(2). _____

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site.

Contract

BID No: BID No: DOH08NWER001/CON14 - CONTRACTOR

Addendum A
Occupational Health and Safety Regulations

12. _____
Planned number of contractors on the construction site accountable to principal contractor:

13. _____
Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.
- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

Contract

BID No: BID No: DOH08NWER001/CON14 - CONTRACTOR

Addendum A
Occupational Health and Safety Regulations

ADDENDUM B

Occupational Health and Safety Specification

TSHEPONG HOSPITAL STORMWATER PROJECT IN KENNETH KAUNDA DISTRICT

INDEPENDENT DEVELOPMENT TRUST

(Hereinafter referred to as the Employer)

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

This specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this Specification.

The Independent Development Trust (IDT)
Glenwood Office Park
Cnr. Oberon and Sprite Street
Faerie Glen
Pretoria
0182

ADDENDUM “A”

PRO-FORMA AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT 1993

Contract

BID No: BID No: DOH08NWER001/CON14

Addendum B

Occupational Health and Safety Specification

PRO-FORMA AGREEMENT IN TERMS OF

OCCUPATIONAL HEALTH AND SAFETY ACT 1993 – SECTION 37 (2)

NEW CONSTRUCTION SAFETY REGULATIONS

The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2014 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- (a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer's Health and Safety Specifications included in the contract documents.
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer's Health and Safety Specifications included in the contract documents will be complied with in all respects.
- (c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- (d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to,

the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.

(e) The Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract.

(f) Forward "safety meeting" minutes to the representative/Agent.

For the Employer: _____ Date: _____

Witnesses: 1) : _____ 2) _____

For the Contractor: _____ Date: _____

Witnesses: 1) : _____ 2) _____

ADDENDUM “B”

NOTIFICATION OF CONSTRUCTION WORK

Contract

Addendum B

Occupational Health and Safety Specification

BID No: BID No: DOH08NWER001/CON14

NOTIFICATION OF CONSTRUCTION WORK
(Regulation 3 of the Construction Regulations, 2014)

1. CONTRACTOR

1.1 Name and postal address of Contractor:

1.2 Name and telephone number of Contractor's contact person :

1.3 Contractor's compensation registration number :

1.4 Name and telephone number of Contractor's Construction Supervisor :

1.5 Physical address of the construction site or site office:

1.5 Estimated number of persons on the construction site:

1.6 Estimated number of Subcontractors on the construction site accountable to the Contractor:

2. EMPLOYER

2.1 Name and postal address of Employer :

2.2 Name and telephone number of Employer's Principal Agent:

3. DESIGN CONSULTANTS

3.1 Name and postal address of OHS consultants:

3.1.1 Occupational Health and Safety

To be advised

3.1.2 Other (if any):

3.2 Name and telephone number of design consultant's contact person:

3.2.1 Construction project managers/ Principal Agent:

3.2.2 Architects:

3.2.3 Structural engineer :

3.2.4 Electrical engineer:

3.2.5 Mechanical engineer:

3.2.6 Civil engineer:

3.2.7 Other (if any):

4. THE WORKS

Nature of the works:

Commencement date:

Completion date:

Contractor: _____ Date: _____

Employer: _____ Date: _____

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

ALL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER CONTRACTOR ON THE SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

ADDENDUM C

Environmental Management Plan

TO BE PROVIDED BY THE SUCCESSFUL BIDDER

ADDENDUM I

Drawings

